The Bombay Gazette.

No. 7,351.—New Series. BOMBAY :—TUESDAY, OCTOBER 5, 1869. Annual Subscription in Advance... ..Rupees Fifty-two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For year in advance delivered in Town	Rs.	52 0
——— including postage	„	72 0
For half year in advance, delivered in Town	„	28 0
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Single Copy for Cash	„	0 4
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TERMS FOR ADVERTISEMENTS.

Ten lines and under		
First insertion	Rs.	5 0
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Third Ditto	„	2 8
Fourth and succeeding insertio	„	0 2½ As.

er line, but no Advertisement counted as less than eight lines

LONG ADVERTISEMENTS.

First insertion	8	As. per line.
Second Ditto	4½	„ „
Third and succeeding	2½	„ „

In the Native Languages, double the above.

Domestic Occurrences, Each—Rupee 1.

All Cheques, Money Orders, and other Remittances should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, & CALCUTTA.

THE British India Steam Navigation Company (Limited), under contract with Government, despatch steamers as above with mails, passengers, and cargo, every fourteen days.

The steam-ship Himalaya, 1,341 Tons, 250 H. P., Commander J. H. Atkinson, will be despatched on Tuesday, the 12th October, at noon.

	Oct.		Oct.
Leave Bombay	12	Leave Galle	19
„ Cerwar	13	„ Negapatam	22
„ Mangalore	14	„ Madras	23
„ Cannanore	15	„ Coconada	27
„ Calicut	15	„ Vizagapatam	28
„ Beypore	15	„ Bimlipatam	28
„ Cochin	16	„ Gopalpore	29
„ Tuticorin	17	„ False Point	30
„ Colombo	18	Arrive Calcutta	31

This route is the most expeditious and economical for passengers for the Neilgherrie district, Bangalore, and Madras, who can land at Calicut for Beypore, and proceed from thence by rail.

Passengers for Calcutta can take the same route picking up the steamer at Madras.

No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

(Interchanging cargo and passengers at Bussorah, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.)

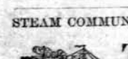
THE British India Steam Navigation Company (Limited), under mail contract with Government, will despatch a steamer every 14 days to the Persian Gulf, touching at Kurrachee, Guadur, Muscat, Bunder Abbas, Linga, Bushire, Fao, and Bussorah.

Up.	Oct.	Down.	Nov.
Leave Bombay	18	Leave Bussorah	5
„ Kurrachee	22	„ Fao	9
„ Guadur	23	„ Bushire	7
„ Muscat	26	„ Linga	9
„ Bunder Abbas	28	„ Bunder Abbas	11
„ Linga	29	„ Muscat	13
	Nov.		
„ Bushire	1	„ Guadur	15
„ Fao	2	„ Kurrachee	17
Arrive Bussorah	3	Arrives Bombay	29

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE



THE British India Steam Navigation Company (Limited), under mail contract with Government, and in connection with the weekly service from England, despatch a steamer to Kurrachee every Monday at noon.

The steam-ship Martaban, 515 tons, 110 H. P., Commander W. A. Hibbert, will be despatched on Monday, the 11th October, at noon.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION TO THE MALABAR COAST.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), will despatch a Steamer on TUESDAY, the 5th October, at noon, calling at the undermentioned Ports, viz.:

Down Steamers.		Up Steamers.	
Leave Bombay	5th Oct.	Leave Cochin	12th Oct.
„ Ratnagherry	6th „	„ Ratnagherry	13th „
„ Malwan	6th „	„ Calicut	13th „
„ Vingorla	6th „	„ Tellicherry	14th „
„ Goa	7th „	„ Cannanore	15th „
„ Carwar	7th „	„ Mangalore	15th „
„ Coompta	7th „	„ Coompta	16th „
„ Mangalore	8th „	„ Carwar	16th „
„ Cannanore	9th „	„ Goa	16th „
„ Tellicherry	9th „	„ Vingorla	17th „
„ Calicut	9th „	„ Malwan	17th „
„ Beypore	9th „	„ Ratnagherry	18th „
Arrive Cochin	10th „	Arrive Bombay	19th „

For Freight and Passage apply to

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE MALABAR COAST.

Steamers LORD CLYDE, GENERAL HAVELOCK, GENERAL OUTRAM, and TILLY.

ONE of the above Steamers will be despatched every week to and from the Malabar Coast, calling at the intermediate Ports on the following days:—

Down Steamers.		Up Steamers.	
Leave Bombay	Saturday.	Leave Cochin	Sunday.
„ Ratnagherry	Sunday.	„ Beypore	Monday.
„ Malwan	„	„ Calicut	„
„ Vingorla	„	„ Tellicherry	Tuesday.
„ Goa	Monday.	„ Cannanore	„
„ Carwar	„	„ Mangalore	Wednesday
„ Coompta	„	„ Coompta	Thursday.
„ Mangalore	Tuesday.	„ Carwar	„
„ Cannanore	Wednesday.	„ Goa	„
„ Tellicherry	„	„ Vingorla	Friday.
„ Calicut	„	„ Malwan	„
„ Beypore	„	„ Ratnagherry	Saturday.
Arrive Cochin	Thursday.	Arrive Bombay	Sunday.

The Steamer General Outram, Captain Teasdale, will be despatched according to the above table on SATURDAY, the 9th instant. For freight and passage apply to

NOWROJEE BHICAJEE, Manager.

No. 6, Borah Bazaar Street, 4th October, 1869.

NOTICES.

LIVERY STABLES.—Pestonjee Eduljee Sirdf, Kalbadevie Road, opposite the Shop of Nuthoo Ebram.

P. E. S. lets out on hire good Palanquins, Shigrams, Phaetons, Broughams, or Carriages, with either one Horse or a pair. Charges moderate. Terms—Cash in advance.

MEDICINE CHESTS.—D. S. KEMP & Co.'s Chests are unsurpassed in completeness, compactness, and convenience by those of any other makers or dealers in England or India. References can be given to numerous purchasers, who have expressed their liveliest satisfaction at the excellence of the Medicine Chests sold to them.

They are all made by the best English workmen, and are filled and furnished with the most minute attention by D. S. K. & Co.

There is hardly a station in this presidency where one of these Chests is not to be found, and D. S. K. & Co would take the liberty of referring to any one whom they have supplied for an opinion as to his purchase.

It need scarcely be stated that a Medicine Chest has now become a necessity to every European in this country; the climate being such that all ought to familiarize themselves with the use of such simple remedies as are required to avoid serious indisposition.

To all large employers of labour a small portable dispensary is essential. D. S. K. & Co. prepare, and furnish such dispensaries, with numerous special remedies such as Fever mixture, Cholera mixtures, &c., of the efficacy of which they are well assured; and with books of instruction adapted to them.

For the smaller Chests D. S. Kemp's "Companion" is remarkably useful.

D. S. K. & Co. have twenty regular patterns on their list, descriptions of all of which will be furnished on application. Numerous other Chests are also on hand and will be described if settled to the wants of the enquirer.

Bombay. D. S. KEMP & Co.

KEMP'S LIQUOR CHIRETTINÆ, or SOLUTION of SACCHARO-CHIRETTINE,—Containing in a purified and concentrated form the medicinal principles of the herb Chiretta. A Tonic and Febrifuge of great power, but markably beneficial in all cases of muscular and nervous debility and of functional derangement, whether arising from long residence in a Tropical climate or from severe illness.

PREPARED ENTIRELY WITHOUT THE USE OF HEAT.

AND ONLY BY

D. S. KEMP & Co.,

PHARMACEUTICAL CHEMISTS, BOMBAY & POONA.

Rs. 2-8 and Rs. 4 per bottle.

INFALLIBLE REMEDY

FOR

INDIAN RINGWORM OR DHADUR.

(See "Times of India," 9th September 1868.)

GOA POWDER.

MENTIONED IN THE NEW INDIAN PHARMACOPŒA,

(but with an erroneous reference as to its composition.)

No medicine has done more to assuage suffering in this country; all classes, European and Native, can now testify to its value.

Goa Powder ..... 12 as. per phial.

Solution of Goa Powder (Liquor Acide Sulcrubici) ..... 12 as. „

A liberal discount to the trade and to charitable institutions.

Bombay, 30th January 1869. D. S. KEMP & Co.

THOMAS D. MARSHALL'S PRICED CATALOGUE OF FIRST-CLASS BOOTS at Moderate Prices for Cash, Post free to India on application.

THE GENTLEMAN'S GUINEA ELASTIC BOOTS, Calf for Walking, or Patent Leather for Dress, free to India by sample post on receipt of remittance for 22s., and a paper pattern size of sole. Remittances to be crossed "Bank of England."

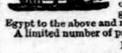
THOMAS D. MARSHALL,

192, Oxford Street, London, W.

SHIPPING.

OVERLAND FREIGHT ROUTE.

STEAM TO LIVERPOOL, LONDON, TRIESTE, MARSEILLES, BRINDISI, VENICE, NAPLES, LEGHORN, GENOA, BARCELONA, HAVRE, ADEN, AND SUEZ.



THE Bombay and Bengal Steam Ship Company, under arrangements with other first class lines of Steamers from Alexandria, undertake to give through Bills of Lading for Goods via Egypt to the above and most other Continental Ports.

A limited number of passengers can be accommodated.

Rates of Fare.

To Suez—1st class £40, 2nd class £25. } Exclusive
To Trieste—1st class £53, 2nd class £34. } of Wines.

Steamers will leave Bombay every three weeks.

For Freight or Passage apply to Messrs. Stephen, Kennard & Co., London; Messrs. Tod, Kennard & Co., Liverpool; Messrs. Tod, Rathborne & Co., Alexandria; Austrian Lloyd's Steam Navigation Company, Trieste and Venice; Messrs. Fraissinet Pere et Fils, Marseilles; and Messrs. R. Rubattino and Co., Genoa; or to the undersigned in Bombay.

The s. s. NEERA, 2,200 Tons, Captain Hanscom, will be despatched on MONDAY, the 18th October.

STEARNS, HOBART, & Co.

OVERLAND PASSENGERS.

Gentlemen proceeding Home will find all that is requisite in the following detailed list; the Goods being made specially for the passage and Home wear:—

REQUIREMENTS.

4	Dozen Silk and Wool Shirts.	1	Rug with Straps,
2	„ Linen Collars,	1	Mandi.
2	„ Fine Cotton Socks.	1	Inverness Cape.
1	„ Fine Merino Socks.	1	Hand Portmanteau.
1	„ Fine Merino Drawers.	2	Overland Trunks.
1	„ Coloured Handkerchiefs.	1	Clothes Bag.
1	„ White Cambric.	1	Travelling Hat,
1	Overland Suit.	1	Courier Bag.
2	Sleeping Suits.	1	Easy Chair.
2	Pairs of Kid Gloves.	1	Umbrella.
6	Scarfs and Ties.	1	Pair of Brushes.
			Ladies' Overland Trunks.

Return Fares.—First Class Passengers embarking from India by the P. and O. Co.'s Steamer within six months of their arrival from England, and at nine ports, will be allowed a reduction of 20 per cent. on the Return Passage Money.

Bombay. BADHAM & Co., Apollo House.

NEW ADVERTISEMENTS.

WEEKLY COMMUNICATION WITH ENGLAND.

On Saturday, the 9th October, at 3 P.M., precisely.

THE P. & O. Co.'s s. s. SUMATRA, (2,201 tons, and 500 H.P.,) Captain C. A. White, will LEAVE FOR SUEZ as above, carrying H. M.'s Mails, also Passengers and Cargo for that Port, Marseilles, Southampton, &c.

Cargo can also be booked through to Trieste, Venice, Genoa, Barcelona and Havre, Liverpool, or London.

No Cargo can be received on board after sunset on the day previous to sailing.

Parcels will be received at this Office until 11 A.M. on Friday, the 8th instant.

Passengers are requested to send their heavy baggage to Mazagon before 10 A.M. on the day of the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

A small Steamer will leave the new Dock Head at Mazagon for the convenience of Passengers at 3 P.M., precisely, on the day of sailing.

ALFRED PARISH, Actg. Superintendent.

P. & O. S. N. Co.'s Office, Rampart Row, Bombay,
2nd October, 1869.

NOTICE.—Consignees of CARGO per Ship NELSON, Rands, Master, from Liverpool, are requested to send at the execution of an Iron Railing with a Stone Base, Gates, &c., in the Elphinstone Circle, in the Fort of Bombay.

The plans, sections, and specification of Railing, &c., may be inspected, and the form of Tender and Bill of Quantities may be obtained at the office of the undersigned.

Tenders written on the proper printed forms should be sent in on or before 12 o'clock on Friday, the 8th day of October, 1869, addressed to A. T. Crawford, Esquire, Municipal Commissioner for the City of Bombay, Apollo Street, Fort.

The Municipal Commissioner does not bind himself to accept the lowest or any Tender.

By order of the Municipal Commissioner,
C. THWAITES, C. E.,
Acting Executive Engineer, Bombay Municipality.
Bombay, Executive Engineer's Office, 25th September, 1869.

NEWSPAPER FILE MISSING.—A File of the "Bombay Gazette" for the half-year from January to June 1867, belonging to the "Bombay Gazette" Office, has been missing for several months. The person to whom the File was lent will oblige by returning it immediately.

BOMBAY SWIMMING BATH and RACQUET COURT.—On TUESDAY, the 12th instant, a COMMITTEE MEETING will be held at the TOWN HALL, at 4-30 P.M.

THE BOMBAY MECHANICS' BUILDING COMPANY (Limited).—NOTICE.—The ANNUAL GENERAL MEETING takes place THIS DAY at 4 P.M., at the office of Messrs. W. Nicol & Co., Elphinstone Circle. Shareholders are requested to attend, so that the necessary business may be transacted.

J. R. K. JOHNSON, Secretary.

Bombay, 5th October, 1869.

THE LANCASHIRE INSURANCE COMPANY.—The UNDERSIGNED continue to grant POLICIES of INSURANCE against FIRE upon BUILDINGS and their contents; charging reduced rates on risks taken in the Elphinstone Circle.

They also issue Policies for terms longer than one year, charging for the extra period the proportionate part of the year's premiums.

LYON & Co., Agents.

NOTICE.—The INTEREST and RESPONSIBILITY of Mr. H. F. SOARES, in the FIRMS of Messrs. Soares, Burns, & Co., Liverpool, and Soares Brothers & Co., Bombay, CEASES from THIS DATE.

SOARES BROTHERS & Co.

Bombay, 4th October, 1869.

NOTICE is hereby given, that any PERSON who sells, or offers for sale, by RETAIL any TOBACCO in the City of Bombay, without a License from the Commissioner of Customs, Salt, and Opium, or other Officer duly empowered by Government in that behalf, will be proceeded against according to Law.

The License for the retail sale of Tobacco in the City of Bombay is in force for the period of 12 Calendar Months from the date hereof.

N. DANIELL,
Deputy Commissioner of Customs, P. D.

Bombay Custom House, 1st October, 1869.

ALLIANCE BANK of BOMBAY (Limited).—NOTICE is hereby given, that the MEETING of SHAREHOLDERS of the Alliance Bank of Bombay (Limited) advertised to be HELD THIS DAY for the purpose of receiving the resignations of Messrs. P. E. Bendir and Damodhur Heerjee as Liquidators, and for appointing a Liquidator or Liquidators in their place and stead, is, in consequence of a quorum of Shareholders not having been present at the appointed time, ADJOURNED to MONDAY, the 11th day of October, instant, at 3 P.M., at the Registered Office of the Bank.

DAMODHUR HEERJEE,
For self & co-Liquidator.

Bruce Lane, Bombay, 4th October, 1869.

WANTED, an experienced NATIVE BOOK KEEPER for a Commercial Firm in Kurrachee. Salary Rs. 150 per mensem. Apply to the Manager of this Journal.

CHESSON and WOODHALL'S LIBRARY.

No. 11, Hummum Street, Bombay,
And No. 1, East Street, Poona.

NEW BOOKS PER S. S. SUMATRA.

Bradshaw's Continental Railway Guide for Sept. 1869	Rs.	2	4
Official Monthly Army List for September 1869		1	0
The Gentleman's Magazine	„	0	12
Exeter Hall—Musical Magazine	„	0	12
Hanover Square Ditto	„	0	12
Nautical Almanac for 1870		2	0
Ritual of Freemasonry, and a Key to the Phi Beta Kappa		2	4
Carlile's Manual of Freemasonry		2	4
Mysteries of Freemasonry		2	4
Laws and Regulations of the Supreme Grand Royal Arch Masons of Scotland		4	0
Enquire within upon Everything		1	10
Forbes's Bágh-o-Bahar		8	0
„ Translation of the Bagh-o-Bahar		5	0

BOOSEY'S MUSICAL CABINETS.

No. 98.—A Selection of 26 Baritone and Bass Songs		0	12
„ 28.—Standard English Songs for Gentleman's Voices		0	12
„ 29 Ditto for Ladies' Voices		0	12
„ 42.—Twenty Welsh Melodies by G. Linley		0	12
„ 36.—Ten German Songs with English Words		0	12
„ 114.—Forty-five Original Waltzes by Beethoven		0	12
„ 110.—Beethoven's Opera Fidelio		0	12
„ 31.—Ten Songs from the Somnambula		0	12
„ 121.—Three Fantasias by Thalberg—Home, Sweet Home, Last Rose of Summer, and Lillie Dale		0	12
„ 119.—Verdi's Opera Rigoletto		0	12
„ 108.—Flotow's Opera Martha		0	12
„ 124.—Herold's Opera Zampa		0	12
„ 115.—Meyerbeer's Opera Robert Le Diable		0	12
„ 82.—Glover's New Opera Ruy Blas		0	12

MEDICAL WORKS.

Hodge on Diseases Peculiar to Women	12	8
Hints for the Study of Homœopathic Method	5	12
Injuries and Diseases of the Jaws by Heath	9	0
Notes on Hospitals by Florence Nightingale	3	8
Dr. Greenhow on Chronic Bronchitis	5	12
The Ship Captain's Medical Guide. (By authority)	1	0
A Word to Parents, by Copley	0	12
Thomas on the Diseases of Women	12	8
Dr. Ballard on Vaccination	9	0
Practice of Medical Electricity, by Powell	12	12
Insanity Tested by Science, &c., by Dr. Burnett	3	8
Medicine in Modern Times, by Stokes, &c.	5	12
Forensic Medicine, by Dr. Guy	7	12
Hooper's Physician's Vade Mecum	7	12
The Family Doctor, by a Dispensary Surgeon	2	12
Demonstrations of Anatomy, by Ellis	9	8
Solomon Wells on Impaired Vision	3	12
Dictionary of Materia Medica and Therapeutics	11	4
Tanner's Diseases of Infancy and Childhood	6	12
Pocket Formulary, by Beasley	4	8
Manual of Skin Diseases, by Dr. Tilbury Fox	3	12

MISCELLANEOUS.

New Carte De Visite of Ladies, Coloured	1	4
Ditto of Actresses (?)	1	4
Ditto Ditto Plain	1	0

Gillott's Mapping Pens and Crow Quills in variety.
Memo. Books with Clasps and Bostonic Slate, of various Sizes, with Pencils.
Tracing Paper in Sheets and Rolls.
Letts's Diaries for 1870, of every size, description, and quality, expected by next Mail.

CHESSON & WOODHALL.

Bombay, 4th October, 1869.

LEA and PERRINS', CELEBRATED WORCESTERSHIRE SAUCE.

Declared by Connoisseurs to be THE ONLY GOOD SAUCE.

Caution against Fraud.

The success of this most delicious and unrivalled Condiment having caused certain dealers to apply the name of "Worcestershire Sauce" to their own inferior compounds, the Public is hereby informed that the only way to secure the genuine, is to ASK FOR LEA AND PERRINS' SAUCE,

and to see that their names are upon the wrapper, labels, stopper, and bottle.

Some of the foreign markets having been supplied with a spurious Worcestershire Sauce, upon the wrapper and labels of which the names of Lea and Perrins have been forged, L. and P. give notice that they have furnished their correspondents with power of attorney to take instant proceedings against Manufacturers and Vendors of such, or any other imitations by which their right may be infringed.

Ask for Lea & Perrins' Sauce, and see Name on Wrapper, Label, Bottle, and Stopper.

Wholesale and for Export by the Proprietors, Worcester, Crosse and Blackwell, London, &c., &c.; and by Grocers and Oilmen universally.

NOTICES.

NOTICE.—Messrs. W. PATTISON & Co., CONTRACTORS and PLUMBERS, &c., have REMOVED from No. 12, Forbes Street, to Marine Street, late Kinloch and Allan.

BOMBAY PHILHARMONIC SOCIETY.—The SIXTH MEETING will be HELD in the Town Hall, on WEDNESDAY EVENING, the 6th October, at a quarter past 5 o'clock, for the practice of the following music:—

The Morning Prayer ..... Mendelssohn.
May Queen, 1st Chorus ..... Sterndale Bennett.

ALFRED WAKE,
Joint Honorary Secretary.

INDIAN TRANSIT AND GENERAL COMMISSION AGENCY.

N. V. CURRANEE & Co.,

LANDING, SHIPPING, CLEARING, FORWARDING AND COMMISSION AGENTS.

5, Church Gate Street, Bombay.

NOTICE.—To be SOLD by Public Auction, in Her Majesty's Dockyard, on THURSDAY, the 7th October, 1869, H. M.'s Screw Tug WADALLA, of 100 tons Gross Tonnage, and built of Iron, as she stands on the day of sale.

The above Tug is lying at Butcher's Island.

For terms and conditions of sale apply to the undersigned.

W. T. CROCKETT, Lieut., late I.N.,
Acting Marine Storekeeper.

Marine Storekeeper's Office, Bombay, 30th September, 1869.

NOTICE.—To be SOLD by PUBLIC AUCTION in H. M.'s Dockyard, on MONDAY, the 11th inst., and the days following, a quantity of OLD and UNSERVICEABLE MARINE STORES, consisting of Awnings, old Canvas, Sails, Rope old (Coir and Europe), Boats, Masts, Yards, Horse Boxes, Cloth Coarse Blue Iron, Brass, Copper, and Lead old cases, Casks, Tins, &c., also Tanks Iron and Elephant Slings, returned from Abyssinia. Terms of sale as usual, and for further particulars apply to the undersigned.

W. T. CROCKETT, Lieut. late I. N.,
Actg. Marine Storekeeper.

Marine Storekeeper's Office, Bombay, 2nd October, 1869.

NOTICE.—To be SOLD by PUBLIC AUCTION, in H. M.'s Dockyard, on THURSDAY, the 7th October, 1869, H. M.'s Steamer GOOLANAR, burden in Tons of 215. This Vessel is teak built, coppered, and copper fastened, with Engines of 40-Horse Nominal Power, complete, as she stands on the day of sale.

Terms of Sale—The Sale of the Vessel will not be considered final until the acceptance of the offer is sanctioned by Government. A deposit of 10 per cent is to be immediately paid down at the time of sale, and good security given by the Purchasers for the payment of the remainder, which must be paid within eight days after the acceptance of the offer by Government, or the deposit will be forfeited and the Vessel resold at the risk and loss of the Purchaser.

For further particulars apply to the undersigned.

W. T. CROCKETT, Lieut. late I. N.,
Acting Marine Storekeeper.

Marine Storekeeper's Office, Bombay, 24th September, 1869.

GREAT INDIAN PENINSULA RAILWAY.—NOTICE.—For the accommodation of Passengers desiring to leave their Luggage, a Room has been established at Poonah Station, in which packages may be left in the Company's charge at the following rates:—

	Rs.	a.	p.	
For the first 24 hours	0	1	0	per package.
For every further period of 24 hours or part of 24 hours	0	0	4	„

HENRY CONDER,
General Traffic Manager.

Bombay, 29th September, 1869.

MUNICIPALITY of BOMBAY.

NOTICE to CONTRACTORS.

TENDERS are hereby invited for the construction of a Fountain and the erection of an Iron Railing with a Stone Base, Gates, &c., in the Elphinstone Circle, in the Fort of Bombay.

The plans, sections, and specification of Railing, &c., may be inspected, and the form of Tender and Bill of Quantities may be obtained at the office of the undersigned.

Tenders written on the proper printed forms should be sent in on or before 12 o'clock on Friday, the 8th day of October, 1869, addressed to A. T. Crawford, Esquire, Municipal Commissioner for the City of Bombay, Apollo Street, Fort.

The Municipal Commissioner does not bind himself to accept the lowest or any Tender.

By order of the Municipal Commissioner,
C. THWAITES, C. E.,
Acting Executive Engineer, Bombay Municipality.
Bombay, Executive Engineer's Office, 25th September, 1869.

SAMUEL LAWFORD ACLAND, deceased. Pursuant to Act XXVIII of 1866 of the Legislative Council of India, entitled, "The Trustees and Mortgagees' Powers' Act, 1866," NOTICE is hereby given, that all persons being Creditors of, or otherwise having any claims upon, or against, the Estate of Samuel Lawford Acland, late of Bombay, Solicitor, deceased, who died at Ilfracombe, in France, on the 30th day of April, 1868, and Probate of whose Will was on the 11th day of June, 1868, granted by the High Court of Judicature at Bombay to Henry Prentis, presently residing at Bombay aforesaid, one of the Executors named in the said Will, are required on or before the 30th day of November, 1869, to send to Messrs. Acland, Prentis, and Bishop, of Bombay, Solicitors of the said Executor, the particulars of their claims upon or against the said Estate, and that at the expiration of such time the Executor will proceed to distribute the Assets of the said Testator amongst the parties entitled thereto, having regard only to the claims of which he shall then have notice.—Dated this 28th day of Sept., 1869.

ACLAND, PRENTIS & BISHOP, Solicitors, Bombay.

THE BOMBAY BURMAH TRADING CORPORATION (Limited).

धी बॉमबे बरमा ट्रेडींग कोरपोरेशन लीमीटड.

धी बॉबे बरमा टरेडींग कोरपोरेशन लिमिटेड.

The attention of Travellers is directed to this important Department. Those passing through Bombay with little time to spare will find every quisite for a sea or land journey ready for use.

BADHAM'S OVERLAND KIT.

ELLWOOD HELMETS. { Hunting / Shooting / Riding / Walking } With patent inner-band, fits any shaped Head. A splendid protection.

HAWKES' HELMETS. { The new Regulation Helmet bearing the name of Hawkes, patentee, inside.

BADHAM'S JEWELLERY. { Gold Solitaires, plain ..... 15 to 30; do. do. chased ..... 15 „ 30; do. do. enamelled ..... 18 „ 30; Gold Sleeve Links ..... 18 „ 30; do. Shirt Studs ..... 14 „ 30; do. Collar Studs ..... 8 „ 10; do. Scarf Ring ..... 10 „ 15; do. Scarf Pins, latest novelties ..... 10 „ 30

A large assortment of Lund's patent Solitaires and Studs, looks equal to solid Gold at half the price.

BADHAM'S LINENS. { Damask Napkins of all sizes ... 12½ to 25; Damask Table Cloths to dine four to twenty ... „ „; Gent's Cambric Handkerchiefs ... „ „; Gent's Cambric Handkerchiefs, Gold Border ... 6½ „ 16½; Gent's French Cambric Photos, a novelty ... 30

BADHAM and Company,
Indian Hosiers.
Apollo House. Bombay.

P. GRANT and SON, SADDLERS, &c., have commenced business again at No. 9 Hummum Street, where all orders will be attended to.

Orders from Out-stations to be accompanied with remittance or reference for payment in Bombay.

GEO. NICOLL and COMPANY,

BOOT AND SHOE MAKERS.

24, MEADOW STREET, BOMBAY.

1, EAST STREET, POONA.

1, ELPHINSTONE STREET, KURRACHEE.

MRS. LAKE'S MILLINERY ESTABLISHMENT,

UXBRIDGE HOUSE.

7, CLARE ROAD, BYCULLA, BOMBAY,

Every description of MILLINERY on hand.
Kept up by supplies received OVERLAND.

A large assortment of Children's DRESSES, PELISSES, CLOAKS, HATS, HOODS, SOCKS, &c., always in Stock.

WEDDING and MOURNING ORDERS carefully attended to.

LADIES OWN MATERIALS made up.

"ORDERS FROM OUTSTATIONS must be accompanied by a REMITTANCE, OR REFERENCE FOR PAYMENT IN BOMBAY."

MRS. HERN,

3, MEADOW STREET, FORT,

BEGS to intimate that she has OPENED her GOODS, and has the following extensive Stock on hand, all of which are new and fashionable:—

Coloured Silk Dresses, both for evening and ordinary wear, Moiré Antiques, Foulards, Japanese Silks, Silk Grenadines in great variety, Woollen Grenadines, Lamme Merinoes, Prints, Muslins, Spangled Tulles, Tarlatans; Croquet Petticoats, made up Print Dresses for morning wear, made up Dresses; Berthas, Sash Ribbons and Ribbons, Laces, Bonnet Flowers, Feathers, Honiton Lace squares, Garibaldies, made up Sashes; Black Grenadine, Serge, Black Silk, White Silk, Brillianté, Bournous, Jackets, Lace Fichus, Silk Fichus, Coloured Velvets, Black Velvet, Fringes, Tassels, Black Lace Tunic, Riding Habit, White Grenadine Robes, Limerick Lace Square, Bridal Wreaths, Tulle falls, Lace Handkerchiefs, Pocket Fans, Combs, Ornaments for Hair; Material for Opera Cloaking, Chignons, Bonnettes, Velvet Hats, made up Bonnets, Infants' Christening Robe, Infants' Cloaks, Hoods, Bonnets, Hats, Cambric Trimmings, Babies' Bodies.

Every requisite for Wedding and Mourning orders.

Up-country orders must be accompanied by a remittance.

BULL & Co.,

TAILORS, HABITMAKERS,

PROFESSED TROUSERS AND BREECHES MAKERS,

2, HUMMUM STREET, FORT, BOMBAY.

TERMS—CASH.

BULL & Co. have much pleasure in announcing to the Public in general that they have just received (Overland) a choice selection of Woollen Goods, manufactured expressly to their order for the present season.

The principle upon which Bull & Co. conduct their business enables them to offer unrivalled advantage to their Customers.

1. All goods imported by Bull & Co. being manufactured to their special order. Gentlemen may rely upon having an article particularly adapted to this climate.

2. Bull & Co. receive their monthly supplies Overland. Constituents can therefore always have the latest and newest goods to choose from.

3. Bull & Co. import direct from the Manufacturers for Cash, and all Goods supplied by them will be found to be of the best description and 2½ per cent. less than from any other House in Bombay.

4. Trousers cut by an unrivalled Professor of the Art. Patterns sent post free on application.

BULL & Co.

MESSRS. M. B. COHEN & Co., Shipping and General Commission Agents, No. 8, Meadow Street, entrance Bell Lane.

M. B. COHEN & Co.

29th January 1869

N. B.—Orders from Up-country promptly attended to.

TWENTY-SEVENTH EDITION.

ROGET'S THESAURUS of English Words and Phrases, classified and arranged so as to facilitate the expression of Ideas and assist in Literary Composition.

Rs. 6-12, free by post Rs. 7-8.

THACKER, VINING, & Co.

NOTICES.

SPECIAL NOTICE.

MONSOON WATERPROOF SUITS.—Messrs. BADHAM & Co. have received a large supply of the best make, consisting of

Coats—Leggins—Caps, ventilated.

Messrs. BADHAM and COMPANY,

HOSIERS, GLOVERS, AND GENERAL WAREHOUSEMEN.

Apollo House. Bombay.

By Appointment.

To the late EARLS CANNING and ELGIN; and SIR JOHN MAIR LAWRENCE, G.C.B., K.S.I.

The present Viceroy and Governor General, His Excellency the Right Hon'ble the EARL OF MAYO, K.P.

MONSOON SEASON.

MESSRS. BADHAM and COMPANY beg to announce the arrival Overland of special selections in their departments for the above season.

HOSIERY DEPARTMENT.

		Rs.	Rs.
BADHAM'S	Fine Bro. Cotton Socks, per dozen	12	to 21
BADHAM'S	Superfine do. do.	18	„ 21
BADHAM'S	Balbriggan embossed do.	23	„ „
BADHAM'S	Fine Striped and Fancy	14	„ 20
BADHAM'S	Mixed Silk and Cotton	25	„ „
BADHAM'S	Superfine Grey and Mixed Merino	13	„ 18½
BADHAM'S	Extra Superfine do. Mixed Striped	21	„ 24
BADHAM'S	Lisle Thread ½ Hose	20	„ „
BADHAM'S	Do. do. Fancy Striped	23	„ „
BADHAM'S	Fancy and Striped Silk Socks	25	„ 45
BADHAM'S	Ribbed Knickerbocker Stockings for Shikaring, &c., per pair	3	„ 6
BADHAM'S	Celebrated India Gauze Under Vests	4½	„ „
BADHAM'S	Silk and Wool Pants	6	„ 8
BADHAM'S	Bathing Drawers, Plain and Fancy Striped	2½	„ „

SHIRT DEPARTMENT.

BADHAM'S	Wove Flax or Prince of Wales' Shirting, a new material, absorbing and comfortable for the Rains	8½	„ „
BADHAM'S	Spun Silk, all colours and new patterns	12½	„ „
BADHAM'S	Wove Flannel and Printed Shirts	10	„ „
BADHAM'S	Silk and Wool Indispensible	10½	„ „
BADHAM'S	French Printed Shirts	60	to 70
BADHAM'S	Long Cloth Shirts	45	„ „
BADHAM'S	Cambric Linen Fronts and Cuffs	55	„ 65
BADHAM'S	Dress Shirts, Plaited and Embroidered Fronts ..... each.	7	„ 30

SCARF AND TIE DEPARTMENT.

		Rs.	as.
BADHAM'S SCARFS AND TIES.	The Zoo	3	0
	The Holton Bow	3	0
	The Bond Street	3	0
	The Latest Novelty	3	0
	The O. K. Thing	3	0
	The Baden Baden	3	0
	The Harrogate	3	0

TRAVELLING DEPARTMENT.

		Rs.	Rs.
BADHAM'S	Overland Trunks, Patent Sock Steel, Protection Ribbs, with Brass Screws—highly recommended	20	to 32
BADHAM'S	Solid leather Portmanteaus	50	to 70
BADHAM'S	Railway do.	16	„ 30
BADHAM'S	Courier

COMMERCIAL INTELLIGENCE.

CALCUTTA.—29TH SEPTEMBER, 1869.

Government Securities.—Three or four lots of 4 per cents sold at Rs. 94-0 or 6-0 discount, and one batch of Rs. 20,000 was reported at Rs. 94-3 or 5-13 discount. A heavy amount of 5 per cents of 1886-87 was bought, by different parties, at Rs. 108-0. The transactions in 5½ per cents were at Rs. 112-8 to 112-12.

Bank of Bengal shares were purchased, by investors, at Rs. 1,550.

National Bank shares were placed at Rs. 140.

A few shares in the Uncovenanted Service Bank were bought, for a country order, at Rs. 95.

India General Steam Navigation Co.'s shares continue in demand, a good number changed hands to-day at Rs. 525 per full share and Rs. 262½ per half share, for cash, and a time-bargain contract was made at Rs. 565 per full share, for delivery in March.

Another transaction in Landing and Shipping Co.'s shares took place at Rs. 25.

The sales of Port Canning Land Investment, &c., Co.'s shares were at Rs. 390 to 385 for cash.

—*Englishman.*

MADRAS.—28TH SEPTEMBER, 1869.

Trade generally is still very dull here, the want of telegrams from the English markets causes a good deal of uncertainty about the position of most articles of both export and import. Cotton is lower again. Dealers being more inclined to sell, are asking Rs. 108 per candy for Westerns, but there is very little doing at this rate, as buyers are for the most part waiting for home telegrams. Indigo is in good demand, but the quality of a large portion of the crop is inferior. Imports are very quiet, and prices have given way a little.

Freights are lower owing to the small quantity of cargo offering. Cotton for London has been booked as low as £2, but the rate may be taken at £2-2-6 to £2-5.

Exchange is weak at the following rates :—

6 months' sight Bank Bills	1s. 11 11/16d.
" Credits	2s. 11½d.
" Documents	2s. 1/16d.

—*Madras Athenæum.*

MILITARY.

ARRIVALS.—OCTOBER 4.

Moore, Colonel, 108th Regiment, to proceed to England, from Belgaum.
Hallett, Lieutenant, Royal Horse Artillery to join, from Poona.
Gibbard, Lieutenant-Colonel, Royal Artillery, on leave, from Central India.
Cumberland, Lieutenant, 32nd Regiment, on duty, from Kurrachee.
McCutchan, Assistant-Surgeon, Medical Staff, on duty, from Kurrachee.
Carleton, Lieutenant, 26th Cameronians, on duty, from Kamptee.
Bernard, Lieutenant, Royal Horse Artillery, on leave, from Kirkee.
Skinner, Lieutenant, Royal Artillery, on sick leave, from Neemuch.

DEPARTURES.—OCTOBER 4.

Hallett, Lieutenant, Royal Horse Artillery, to join, to Hyderabad.
Gibbard, Lieutenant-Colonel, Royal Artillery, on leave, to Kurrachee.
McCutchan, Assistant Surgeon, Staff, on duty, to Poona.

ARMY GENERAL ORDERS.

By His Excellency the Commander-in-Chief.

POONA, 2nd October, 1869.

The Commander-in-Chief is pleased to make the following appointment :—

10th Regiment N. I.—Lieutenant W. S. Hore, General List, Second Wing Subaltern, to be First Wing Subaltern.

The following Order is confirmed :—

93rd Foot.—Regimental Order, dated 8th September, 1869, appointing Ensign A. Tower, Assistant Inspector of Musketry, to the Regiment, vice Ensign Delsalle, resigned.

Elizabeth, widow of the late Honorary Assistant Surgeon Anding, is admitted to pension at Rs. 50 per mensem, from the date succeeding her husband's death.

SHIPPING.

ARRIVALS.

Oct.	Vessel.	Commander.	From.
2	Nelson	Rands	Liverpool. June 26.
	True Briton	Jones	Cardiff, May 9.

DEPARTURES.

Oct.	Vessel.	Commander.	Destination.
4	Pilox (s)	Baker	Coast and Goa.
	Burmah (s)	Lewis	Persian Gulf via Kurrachee.
	Balkamah	Poole	Calcutta.
	Bolden Lawn	Hopper	Cochin.
	Challenge	Craigie	Rangoon.
	Shaftesbury (s)	Atkinson	Singapore & Hongkong

The following vessels began to load yesterday :—
Steamer Sumatra, to Aden and Suez.
Steamer Koina, to Persian Gulf.
Steamer General Outram, to Malabar Coast.

CALCUTTA.

ARRIVAL.

Sept. 29 Clan Alpine (s) .....Hutcheson ...Hongkong, Sept 14.

DEPARTURE.

Sept. 29 Bussora .....

MADRAS.

ARRIVAL.

Sept. 28 Cornwallis .....London.

DEPARTURES.

Sept. 28 York .....Penticotta.
Oriental (s) .....Turner .....Calcutta.

PASSENGERS SAILED.

Per s. s. Oriental.—For Coconada—Mr. Bellean, Mrs. Dennison and 3 children, Mr. Strange, Mr. and Mr. Barrow, and Mr. Stalberg. For Gopalpore—Mr. G. W. M. Thompson. For Bimlipatam—Mr. J. Hope.

LIST OF VESSELS SAILED FOR BOMBAY.

FROM LIVERPOOL.

1285	British India, Wemyss—R. Steuart & Co.	June 24
1059	Pontiac, Skilling—Volkart Brothers.	July 13
1129	John Bunyan, Stitch—Lyon & Co.	July 22
463	Jane Kilgour, Greive—Harbord & Co.	July 22
1193	Coimbatore, Houston—Rennie, Scovell & Co.	July 22
1350	Malabar, Pearce—W. Nicol & Co.	July 26
778	Rockliff, Ennis—Coupland & Co.	July 29
1280	Louisa Fletcher, Luckes	Aug. 11
723	Woosung, Bourner	Aug. 12
1182	Magdala, Evans	Aug. 12
1047	Daniel Rankin, Hartwell—Harbord & Co.	Aug. 12
797	Burmah, Pearse	Aug. 20
1270	Sir Walter Scott, Shaw—Finlay, Scott & Co.	Aug. 21
1372	Calcutta, Morrison	Aug. 21
498	Thomas S. Stowe, Sexton	Aug. 21
1152	Tythonus, Green—Ewart, Latham & Co.	Aug. 21
434	Anna, Gunnufsen	Aug. 23
1192	Asiana, Selkirk—W. Nicol & Co.	Aug. 24
1027	Bonnie Dundee, Connoor	Aug. 25
1434	Westminster, Berryman	Aug. 26
737	Moss Rose, Bustin—Wallace & Co.	Aug. 27
1328	Habneman, Vannurden—Volkart Brothers	Aug. 28
	Tethys, Evans	Aug 28
966	Tanjier, McNabb—W. Nicol & Co.	Sept. 1
1177	Napier, Tait—Owen & Okell	Sept. 4
1435	British Sceptre, Pendall—E. Bates & Co.	Sept. 8
905	Zuleika, Thompson	Sept. 8
1594	Euxine, Hogg—E. Bates & Co.	Sept. 8
1214	John C. Potter, McClure	Sept. 8
1491	Canute, Quinn	Sept. 8
703	Romulus, Needham	Sept. 8
721	Mars, Richtering	Sept. 10
1237	Macedon, Withycombe—Stenhouse & Co.	Sept. 10

FROM LONDON.

1260	Mabel, Wright—Bates & Co.	June 22
939	Louisa, Scowcroft—Sir C. Forbes & Co.	June 21
711	Jalawar, Carruthers	July 3
1090	Sir J. Lawrence, Stabb—W. Nicol & Co.	July 7
713	Bacchante, McLeod	July 14
823	Castle Avon, Shields	July 17
468	Anazi, Hillman—W. Nicol & Co.	July 23
1165	Sandringham, Muir—W. Nicol & Co.	July 28
1113	Salisbury, True—Ewart, Latham & Co.	Aug. 6
982	P. Somawatty, Blake—Sir C. Forbes & Co.	Aug. 21
1026	Napoleon, Gillespie—W. Nicol & Co.	Aug. 20
1031	Reigate, Morris	Aug. 20
1259	Windsor Castle, Douglas—R. Steuart & Co.	Aug. 26
1197	Enterpe, Cosens—W. Nicol & Co.	Sept. 1
799	Cingala, Neilson	Sept. 1
1183	Scimitar, Potts—Ritchie, Steuart, & Co.	Sept. 1
513	Marinus, Angeline	Sept. 3
1207	Zoroaster, Baker—Ritchie, Steuart & Co.	Sept. 8
1241	Rajpoot, Andrews—Stenhouse & Co.	Sept. 9

FROM CARDIFF.

1322	Howden, Bell—E. Bates & Co.	July 6

FROM BORDEAUX.

	Almora, Gilchrist	June 1
418	Admiral Juriendila Graviere, Bandouin	June 2

FROM SUNDERLAND.

746	Langston, Turnbull	June 26
	T. B. Oard	Sept. 1
	Marie Choupat	Sept. 2
	Black Prince, Saddler	Sept. 9

FROM NEWPORT.

670	Royal Albert, Davies	Aug. 23

FROM CALCUTTA.

1491	Sir Ivo Donard, Thompson	Aug. 12
760	Arracan, Stricker—Bell, Ventz & Lucius.	Aug. 30
965	C. N. Hajee Mahomed Sendick	Sept 13
3 7	Oneiza, Spurr—W. Nicol & Co.	Sept. 14
776	Robert	Sept. 22

FROM CLYDE VIA SUEZ CANAL.

3000	Europe (s), Rolland	

FROM CLYDE.

865	Spray of the Ocean, Turnbull—F. Clark & Co.	Mar. 11
994	City of Amoy, Murdock—W. Nicol & Co.	July 23
349	Teviotdale—W. Nicol & Co.	Aug. 14
941	Modesty, Kerr	Aug. 17
472	Jane Avery	Aug. 21
845	Havering, Marted—Volkart Brothers.	Aug. 21
768	James Russell, Mackay	Aug. 24
850	Lammershagen, Jorgensen	Sept. 3
978	Norval, Taylor	Sept. 6
1060	Caribou, Mitchell	Sept. 8

FROM AUSTRALIA.

1094	Duke of Newcastle	July 6
1010	Princess Dagmar, Lewis	July 14
997	Peter Denney, Adam	July 26
1366	Douglas (s), Sam	Aug. 4

FROM SHIELDS.

	Tasmania	Mar. 13
	Golden Dream	July 16

FROM SINGAPORE.

474	Choice, Crozier	Aug. 12
336	Benares, Moyes	Aug. 16

FROM BANGKOK.

793	Elizabeth Henderson, Henderson	July 25
610	W. Mitchell, Grandwater	Aug. 10
365	Elizabeth, Owen	Aug. 15

FROM HAMBURGH.

768	Adolph, Meyer—Volkart Brothers.	July 2

FROM RANGOON.

836	G. F. C. Heyn, Bokach	Aug. 8
1164	Attila, Green—Wallace & Co.	Aug. 2[illegible]
1054	Clutha, Campbell—W. Nicol & Co.	Aug. 6
534	Alliance, Finck	July 31
1129	Kentuckian	Aug. 17
797	Zorich, Grange	Sept. 6

FROM MAULMAIN.

978	Sir Hugh Rose, Saunders—H. M Seadick	July 26
789	Southern Queen, Richards—Volkart Brothers	Aug. 25

FROM PENANG.

585	Fathe Sa'am	July 18

FROM BOSTON.

868	St. Albans, Farnham & Co.	July 10
952	Timour, Skinner—Tudor & Co.	Aug. 10

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BENGAL.

BIRTH.

SEVENOAKS—September 13th, at Debrooghur, Upper Assam, the wife of William F. Sevenoaks, Esq., Superintendent, Baugparah Tea Estates Company of Assam, Limited, of a daughter.

DEATH.

SEVENOAKS—September 13th, at Debrooghur, Upper Assam, Agnes Louisa, the beloved wife of William F. Sevenoaks, Esq., Superintendent, Baugparah Tea Estates Company of Assam, Limited.

MADRAS.

BIRTH.

WARLOW—September 27th, at Salem, the wife of Captain Picton Warlow, Superintendent of Police, of a daughter.

MARRIAGE.

BROOKES—STUART—September 25th, at St. John's Church, Saint John's Hill, Bangalore, Mr. R. T. Brookes, H. M.'s Calcutta Mint, to Miss L. J. Stuart.

NORTH-WEST PROVINCES, &c.

BIRTH.

COTTON—September 23rd, at Kuseowlie, the wife of H. C. Cotton, Esq., C. E., Special Irrigation Works, Punjab, of a daughter.

NOTICE.

All CHEQUES, MONEY ORDERS, and other Remittances sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."

Bombay Gazette Office, Bombay.

The Bombay Gazette

TUESDAY, OCTOBER 5, 1869.

MR. HOPE'S Report, or summing up, on the accident at Etola is both curious and instructive. It is an admirable document, lucid and sharp, very lively reading, and highly creditable to the ability of the writer. Indeed, it is so well put together, and so well and pointedly set forth, that after reading it one is at once inclined to believe that the conclusions of the author cannot be gainsayed, that he has impartially distributed praise and blame, that he was justified in overwhelming the Company, and equally justified in letting off the Government scot-free. "Distrust first impressions," said a superb scoundrel. We do not consider the maxim applicable in all cases, but it is applicable to the case before us. It is absolutely necessary to rid oneself of the glamour and witchery of Mr. Hope's excellent method and style ere one can arrive at a cool judgment. Perhaps we could pay the Collector of Surat no higher compliment; whether that be so or not our remarks are perfectly sincere.

No objection can be raised to Mr. Hope's three first conclusions, and very little to the fourth. The persons in charge of the train were not in any way responsible for the calamity which befell it, and under sudden stress they acted with prudence, coolness, and decision. The accident was caused by the buffalo being thrown on to the space between the rails and not on one side. That is plain. It is also plain that the third class carriages did not overset because they were double-storied. It is also established, so far as it can be established by evidence from memory, that the cow-catcher was inferior, as a preventive agent, to the implement used in America, and that it was not absolutely effective for the end in view. But the rarity of accidents on a line which seems to have been frequented by cattle, is some proof that the cow-catcher so severely condemned, had been of very great use. If not the inquiry held by Mr. Hope in 1869 would probably have been held by him years ago. After an elaborate statement of the case Mr. Hope comes to the strong conclusion "that the cow-catcher in use is not a proper and sufficient one, and that due care was not exercised to make it so in the first instance or to test its efficiency afterwards." This statement implies that it is possible to obtain absolute security so far as the working of a cow-catcher is concerned. But surely it is just possible that an American cow-catcher itself might fail under some circumstances; in short, that absolute security implied in the phrase "proper and sufficient" is not attainable at all. We admit the propriety of some censure on the Company's officers for the failure, but we submit that Mr. Hope's censure is too sweeping.

But the cow-catcher question is only subsidiary. Why is there need for a cow-catcher? The answer is, Because cattle are allowed to stray on the line. Why are they allowed to stray? Because neither the Company nor the Government have done their duty. It is perfectly clear that, by law, "the Company are bound to erect and maintain good and sufficient fences on each side" of their line. It is equally clear that to this day they have not done so. What does the fact imply? That the Government have not compelled, when needed, an obedience to the law. And, if that be so, how can it fairly be said that the Government is exempt from responsibility? Mr. Hope, indeed, although he lets the Government down easily, does not let them off altogether, for he admits that the Agent had "not been checked to the utmost of its powers by a controlling Government," and that consideration might have led him to modify some of his rapier-like sentences. When the Agent is censured for issuing "perfunctory orders" one cannot help seeing that the same happy phrase applies equally well to the orders of Government. When we are told that "more inquiry, reflection, and forethought" ought to have shown the Agent that fatal results were sooner or later inevitable, the censure immediately suggests the reflection that those fatal results might have been avoided had the Government acted with more clearness and decision. We do not dispute the fact that the law-breaker is responsible for the fracture; but what are we to say of the Government, commissioned expressly to see that the law is obeyed, except that in failing to do so it is weak or merciful. We quite agree with Mr. Hope that the law prescribed a certain course, and that zealous officers of the Government perpetually pointed out its violation. They did their duty, and did it well; but what did the Government do? It debated the question. And why? Because the Government saw that, although the law was precise, the expediency of the law was an open question, was, indeed, extremely doubtful. With what propriety, then, can you turn on the law-breaker with whom you have entered on a debate, and censure him, because he accepted the debate as evidence that Government considered the fencing question, despite the law, open to debate. If the Government had said, at the very outset, we will not debate the question, comply with the law, any question of an alteration of the law must be raised in another way, is it to be supposed that any agent or company would have resisted a decisive order? Mr. Hope says that the direct orders of the Government gave no uncertain sound. But, if so, they were never resolutely enforced, and a debate begun years ago has gone on to this day. Why, then, shower blame all on one side?

Is not the incident another example of the inconveniences of excessive centralization? There is no doubt that the Bombay Government would have settled this dispute about fencing long ago—had it been permitted. Under the actual circumstances, its good sense pulled one way, the general law pulled another, and indecision was the result. The controversy has been going on for a series of years, and the Government and Secretary of State himself assumed a dispensing power; the Duke or Argyll interprets a law, declaring that there shall be fences to mean that fencing should be the rule, and that in certain cases it should be dispensed with, namely, where it is useless. Is not this evidence that the law needs alteration, and that the whole question of fencing requires a searching investigation? Mr. Hope considered that the question of the prospective abolition of fencing was irrelevant to the inquiry he conducted, and from a magisterial point of view he was quite right; but it is not irrelevant to the broader question of railway policy, the duties of Companies and of Government; and Government has shown that it was not by failing to enforce the law. A perusal of the papers made public makes it evident that the question has been regarded too much from one side—the side of the cows and their owners. If cows can be kept from trespassing on crops, why not from trespassing on the line? Why should it be considered an obligation on the Company to prevent living obstructions on the rails any more than inanimate obstructions? The cattle are not wild, they are not absolutely unwatched. Why should cattle owners be allowed to imperil the safety of passengers with comparative, if not absolute, impunity? It is a costly thing to set up fences; when they are up, it is costly to maintain them; why should the taxpayers of all India be saddled with the expense of preventing the cows adjacent to a railway from trespassing on the line? If the Americans and French can work their railways without fences, why cannot we? But whether we can or not it is manifest that Government should adopt one course or the other—either compel, as they could, the cattle owners to take care of their cattle, and keep them off the line; or enforce fencing, of great strength, such as no buffalo could break, and unfalteringly insist on the observance of the law. The shilly-shallying of the last five years, so far as fencing had anything to do with it, was the real course of the Etola accident. It arose out of the weakness of successive administrations, which has been felt in more instances than in that furnished by the fencing question.

It will be seen from a correspondence, published elsewhere, that the Government have asked whether it would not be a proper thing to take the depositions of the passengers who were in the Carnatic and who are now in Bombay. We trust that this sensible suggestion will be immediately acted on; if it is not, either some of the passengers will have to be sent home, or very valuable and material evidence will be lost. Without their testimony no inquiry can be complete, and probably no finding just.

THE Lieutenant Governor of the Punjab leaves Murree for Cashmere to-day if the arrangement made be carried out.

THE Duke of Norfolk has presented £100 to the Roman Catholic charities of Madras. Lady Napier gets the credit of having disposed the Duke to this act of kindness.

IT is understood that Sir Adam Bittleston has sent in his resignation of the office of Puisne Judge at Madras; and that in all probability he will leave India about April next.

THE "Mofussilite," which has made Simla its special field since it came under new editorial management lately, complains that the times are dull and that Government almost seems to have become a "Secret Society."

MAJOR W. DICKINSON, C. S. I., Staff Corps, 2nd in Command, 3rd Regiment Sind Horse, has obtained furlough to Europe for two years on medical certificate, under Rule 15 of the Furlough Regulations of 1868, and under the provisions of G. O. C. No. 392, dated 22nd April 1865.

THE Madras Government has had under consideration the question of reducing the detachment of native infantry at Trichore from two companies to one company, and has come to the conclusion that, as the efficiency of the troops of His Highness the Rajah of Cochin has not much improved, it is not desirable for the present to make any reduction in the strength of the detachment.

THE MAHARAJAH OF KUPPOORTHULLA has, says the "Mofussilite, just returned to his State from Murree. The claims of His Highness's brothers, have, by direction of the Secretary of State, been inquired into and adjusted by Sir Donald Macleod. His Honor has practically upheld the course of Lord Canning. Our contemporary does not see how he could have conscientiously followed any other course. The two brothers are each to receive a yearly stipend of Rs. 60,000 for life.

MR. RIVETT-CARNAC, Cotton Commissioner for the Central Provinces and Berar, lately pointed out the advantage of having seed-gardeners to assist in the improvement of the cotton grown in those provinces. He also suggested the advisability of getting these men from England. The Governor General in Council has acceded to his proposal, and an application is about to be made to the Secretary of State for three experienced seed-gardeners, viz., one for Nagpore, and two for the Berars.

THE arrangements formally sanctioned for the administration of the Hydrabad State during the minority of the present Nizam, assigned to the Nawab Sir Salar Jung Bahadoor, K. C. S. I., and the Nawab, Ameer-i-Kabeer, Shums-ul-Umra Bahadoor, an equal place and equal responsibility in the government of the country. As the former nobleman is in the enjoyment of a salute of 17 guns, the Governor General in Council has been pleased to confer the same distinction on the latter nobleman for so long as he may retain his present position in the administration of Hyderabad.

THE second edition of Currie's Criminal Procedure Code, published less than three months ago, by Messrs. Wyman & Co., Calcutta, is already out of print, and a third has been promptly brought out to provide for the demand. The work was plainly a desideratum and has met with no ordinary favour from the legal public. In the third edition, of course, the errors that had crept into the second through haste in production have been rectified, and an appendix also has been added, containing Acts bearing on the Code. We have to notice another legal publication of Messrs Wyman. It is—"General Rules and Circular Orders of the Calcutta High Court," edited by Mr. C. D. Field, Bengal Civil Service, Registrar of that Court on its Appellate side. To persons having dealings with that Court the volume must be one of great practical utility.

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

LONDON, 21ST SEPT., AFT.

The Liverpool Cotton Market to-day was very dull.

Fair Dhollera 9¾d.

The Manchester Market is flat and prices are drooping.

7lb Shirtings 9s. 1½d.
8¼ ,, 10s. 6d.
40s Mule Twist 1s. 4d.

The sum of £170,000 was withdrawn from the Bank of England to-day.

LONDON, 23RD SEPT., AFT.

In the Liverpool Cotton Market to-day there has been a better demand at reduced prices.

The Bank of England Returns, for the week ending 22nd September, show the following results :—

Reserve of Notes ....£ 11,125,000, Dec. £375,000
Bills Discounted ....£ 14,875,000, unchanged.
Cash .....£ 20,350,000, Dec. £125,000

WEEKLY LIVERPOOL COTTON REPORT
LONDON, 24TH SEPT.

Total sales of Cotton..... 56,000 bales.
,, ,, ,, Surats.... 39,000 ,,
,, Imports of Cotton..... 30,000 ,,
,, ,, ,, Surats....290,000 ,,
Price of Fair Dhollera 9¾d.
The Market opens steady.

The Chartered Bank of India, Australia, and China has declared a dividend at the rate of 6 per cent per annum.

THE DEFICIT.

(*Mofussilite*, Sept. 30.)

WE shall not be surprised should the Hon'ble Mr. Strachey some Council Friday in November find it incumbent on him to tell us, lieges, through that medium, that he was not long in office before he saw enough to induce him to suspect that our financial accounts had not been kept as they ought to have been, and that a thorough overhauling had become necessary, which over-hauling he (though only officiating) undertook to direct should be instituted. Nor shall we be surprised to learn that one result of this overhauling was the notable discovery that for some little time previously, "Her Majesty's Government in India" had, without knowing it, been having "both ends met" for it, out of balances of loans and the general cash balances, without having the consequent inroads on the latter taken due account of and regularly shown in the annual statement!

THE WRECK OF THE CARNATIC.

PROPOSED EXAMINATION OF PASSENGERS IN BOMBAY.

ON Friday, the Master Attendant wrote to the Superintendent of the P. and O. Company in Bombay, asking him to call upon Captain P. B. Jones to furnish him, at his earliest convenience, with a report of the circumstances attending the loss of the steamer Carnatic on the morning of the 13th September, the same being required for the information of Government. He requested also to be informed whether any official inquiry had been held by the British Consular Court at Suez relative to the loss of the vessel.

On Saturday the following report was forwarded to the Master Attendant by the Superintendent of the P. & O. Company :—

P. & O Steam Navigation Co.,
Bombay, 2nd October 1869.

To the Master Attendant, Port of Bombay.

SIR,—I beg to forward, for the information of Government, a report of the circumstances attending the loss of the P. & O. steamer Carnatic on the 13th September last, near the Island of Shadwan.

The Carnatic left Suez on the 12th September last about 10 A.M. The following morning, at 1 A.M., breakers were suddenly observed on the starboard bow. The helm was immediately ordered hard a-starboard, but the ship did not answer it very rapidly, the engines were reversed full speed astern, but the ship struck a few minutes afterwards on the Shadwan reef, about 3½ miles north of the Island of Shadwan. The boats were all lowered immediately, and every effort was made at once to get her off, but without success. Between 8 and 9 A.M. on the 13th she commenced to make water forward; it gradually increased; afterwards the wells were sounded every 15 minutes, and all the pumps kept going. Finding it hopeless from the quantity of water she had made forward to get her off, it was considered best to keep her on the reef. The soundings round the ship at the time were 11 feet under the bows, 12 feet under the funnel, 9 and 10 fathoms at gangway, and 11 and 14 fathoms under stern, with coral bottom. All the boats had been watered and provisions were got on deck ready to put in at a moment's notice. A meeting of all the passengers was called, and myself and the chief officer pointed out everything to their attention. They decided it was better to remain on board than take to the boats. The Neera from Suez and Sumatra from Bombay were both expected to pass the following day and would come to our assistance. At 2 A.M. of the 14th the water commenced to rise, and the passengers and all hands ordered forward. At daylight of the 14th there was a moderate breeze with fine weather; all sail was set forward and sheet anchor let go to help to keep her on the reef, the boats were provisioned, and crew standing by. At 10 A.M. the boats were piped away, and while the passenger were getting into them the ship suddenly slipped down off the reef, stern foremost. I was jerked overboard, and on rising hauled into a life-boat. All the passengers and crew saved were afterwards landed at Shadwan by 6 P.M. of the 14th and taken off by the Sumatra the same night, except a part of the crew, who were taken off the next morning, and all proceeded to Suez in the Sumatra.

On my arrival at Suez I reported the circumstance fully to the British Consul, who afterwards took the depositions of myself and two of the officers, in extending our protest, but I was not furnished with a copy. There was no official enquiry held at Suez. All the evidence has been sent to England for the enquiry to be held at the Board of Trade. The officers of the late Carnatic are all on their way home to England to await the enquiry, and I have only come to Bombay on private affairs and return to England by the next mail to meet the official enquiry.—I have, &c.,

P. B. JONES.

The report was immediately forwarded by the Master Attendant to the Secretary to Government, Marine Department. As we have already announced, an investigation into the loss of the vessel will be held by the Board of Trade in London. In forwarding the above report to Government, the Master Attendant respectfully suggested—what appears to be a very sensible suggestion—that the sworn depositions of all or any of the passengers wrecked in the Carnatic should be taken as early as possible in Bombay before the departure of Captain Jones, to be forwarded to the President of the Board of Trade for his disposal.

No reply to the above had been received yesterday afternoon.

INCIDENTS OF THE WRECK.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—In none of the reports that I have yet seen, either in your paper or in the *Times of India*, of the loss of the Carnatic, is the cutting away of the painter of the boat into which the ladies had got reported correctly; and as that act was the means of saving them and many more, and had also been foreseen and provided for by one of the stewards, I think it but fair to give him the credit which is his due—I do not know his name, but it was the chief steward of the Carnatic. He got a knife and sharpened it, and, placing it alongside one of the ladies, begged her not to part with it, as it might be wanted to cut away the rope, and at the critical moment when the boat was being swept down with others he seized the knife and severed the painter, thus freeing her.

There is another matter I would wish to touch on—the looting of the crew. I am told they not only cut open and ransacked everything they could lay their hands on, but that they stripped and plundered all the dead, even of their clothes. To show the extent to which they carried this, I will mention two instances. Major Champain took off his coat for the purpose of pulling, and on getting out of the boat it was nowhere to be found, and was eventually taken from one of the men when searched aboard the Sumatra. Again, a lady put all her money, jewelry, and some papers into her travelling bag, which was put with her into the boat. It was looted from there and afterwards seen cut open on the island, empty, and two of the bottles found on one of the men when searched, who coolly said he had bought them in Bombay, but the crest and initials on the silver tops were too much even for him.

I am loth to say anything that can reflect on any one, for I doubt not but that all did their utmost, according to the temperament God had given them, but this surely is a disgrace, and how then is it that these men—if men they can be called—were none of them made prisoners or confined at once and made an example of as soon as the things mentioned, and others, from the various dead bodies, were found on them. Is it too late to do so? I will willingly do my part by prosecuting the bottle thief, if any officer will give me his name; and your granting me space for this in your columns will perhaps be the means of rousing the P. & O. Co. to wipe out this disgrace. I enclose my card, and I remain, &c.,

STOCKWHIP.

THE DUKE OF EDINBURGH.

THE latest news that we have of the movements of the Duke of Edinburgh is that the Galatea arrived at Yokohama on the 29th of August. It was reported that His Highness would sail direct from Japan to Hongkong, where he was expected to arrive about the 1st of October. Preparations were already being made for his reception there. It was said that His Highness would pay a visit to Pekin whether received or not officially by the Emperor. The Duke landed at Yokohama on the 31st, and was received by Sir H. Keppel, with whom he proceeded to the Legation. In the afternoon a levee was held and an address presented. The next day the Prince rode to Yeddo where he was the guest of the Mikado. Yode was partially illuminated in the evening, and His Highness witnessed some Japanese fencing, and conjuring tricks, but the rain prevented his going out during the day. The people were unusually quiet, and there was nothing to indicate the arrival of an honoured guest. The following is a short account of the voyage of the Galatea from New Zealand to Japan :—

"Left Auckland, New Zealand, on the 1st June and arrived at Tahiti, at 5 P.M. on the 19th, having run 360 miles since noon on the 18th. Queen Pomare and the French authorities did all they could to give H. R. H. a welcome reception. The natives from all parts of the island, and from most of the districts of Eimeo were assembled in Papeete to welcome the Prince, and did not return to their homes until the departure of the Galatea on the 2nd July. Arrived at the port of Hilo, in the island of Hawaii on the 20th, and remained there for two days, thus enabling many of the officers to pay a visit to the famous volcano of Kilauea. Remained in Honolulu from the 31st July to 2nd August, had light easterly winds nearly all the way to Japan, but on the 10th inst. experienced a heavy gale."—*Englishman.*

A DAY WITH THE PRUSSIAN ARMY.

(FROM OUR OWN CORRESPONDENT.)

BERLIN, 4TH SEPTEMBER.

THE great manœuvres of the Prussian second corps d'armée, under the command of His Royal Highness the Crown Prince, commence on Monday next, the 6th September, in Pomerania. These are the manœuvres which this year attract most attention, and to which foreign officers and commissioners have been invited. Yet during the last fortnight manœuvres have been taking place in the third Prussian corps d'armée, the corps of the province of Brandenburg, under the supervision of His Royal Highness the Prince Frederic Karl of Prussia, which have been well worthy of notice, although they have attracted no considerable attention. It is well known that Prince Frederic Karl commanded the first Prussian army during the campaign of 1866, and there highly distinguished himself as an infantry and cavalry general: yet it is the latter branch of the service which he most loves and in which he has acquired his highest renown. For the last fortnight this Prince has been conducting the manœuvres of his corps. On Monday week he assembled the troops which constitute the four brigades of which the corps is composed, and placing each two face to face pitted the brigadier generals against each other. The manœuvres of the brigades were made in conformity with a general principle. It was supposed that an army was moving from Poland upon Berlin, and another was preparing itself at Berlin to defend the capital of Prussia. The former army had thrown two detachments across the Oder, which were represented by the ninth brigade of the fifth division, and the eleventh brigade of the sixth division, while two detachments from the defensive army were represented by the tenth brigade of the fifth division and the twelfth brigade of the sixth division. The two brigades of the fifth division operated against each other on the south of high road leading from Berlin to Frankfort on the Oder, three of the sixth division to the north of the same road. The object of each of the commanders was to advance and drive back his enemy.

On the Sunday night each brigade placed its outposts as if in actual war; no general knew the exact position of his enemy, but was aware that he had a foe between himself and his objective point. To find his enemy's position was his first object. For this purpose in the evening single officers and patrols were sent out from either side, whose business it was to alarm the hostile outposts, draw their fire, and so discover the extent of ground and the important features occupied by the foe. On these occasions it is a point of the highest honour that no officer or patrol should report any circumstance connected with the enemy which he has not learnt from actual observation; but, notwithstanding, the duty was so well done that in the morning both generals were aware of the actual line occupied by their enemies, and of the exact position of many of the hostile battalions and squadrons. To prevent confusion it is necessary to consider separately the proceedings of each division: and we may first turn to the brigades of the fifth division on the south of the high road. There, General Schimmelman, commanding the ninth brigade of the fifth division, occupied the village of Fliersdorf and was faced by General Schwerin with the tenth brigade of the same division, which was assembled at the village of Diedersdorff. The patrols which had come in during the night had informed each of these officers of the position of his enemy's outposts, and both had resolved to advance at daybreak to the attack. General Schwerin, under cover of some lakes, resolved to move straight to his front and by a direct assault to drive back his enemy. General Schimmelman, on the contrary, concealed by the morning mist and some wooded ground, made a flank march to the south, which he protected by his cavalry, in order to gain a village near the high road, and so secure a safe line of retreat and communication. His cavalry was pushed straight towards the enemy covered by numerous skirmishers, which pushed through every farm yard, peered over every undulation, and by constant signals kept the heavy squadrons behind them informed of any symptoms of the enemy. Suddenly on cresting the summit of a hill the mounted skirmishers halted short, for a few moments gazed anxiously forward, and then hurriedly went gallcping back to shelter behind their supports, and they were none too soon, for Schwerin's cavalry was lying behind the hill, and no sooner did the enemy's skirmishers appear than it set itself in motion in one long line, bore straight over the crest upon Schimmelman's horsemen, while detached squadrons inclining outwards prepared to lap round their flanks and assail them in rear. The attack was skilfully designed and suddenly executed, but the dragoons of Schimmelman were alert, and by a skilful manœuvre moving rapidly to their flank allowed the first attack to exhaust itself on empty air, and bore down at a thundering gallop, and with sounds raised on high, right on their assailants' flank. These did not tamely submit to be so charged, but rapidly changing their formation showed a bold front of several squadrons, and, with a loud trumpet call, burst forward hotly to meet their opponents. Within thirty yards by the rules laid down the troops must halt, and the umpire then decides which has had the best of the encounter. The general rule which is followed is that the party which shows the greatest number of combatants at the decisive point is supposed to have triumphed. In this case Schwerin's horsemen were decided to have been repulsed and were ordered to retire. In the meantime, under cover of this cavalry combat, General Schimmelman had occupied the village near the high road in force and had established his whole brigade in and behind it. Drawing back his cavalry to cover his left flank he then advanced and pushed directly towards the enemy. After a march of about a mile the skirmishers, who in a long line covered the head of the column, could be seen lying down and taking cover, while the explosion of an occasional musket told that the enemy's light troops were being felt. Order of battle was quickly formed by Schimmelman's advanced guard, for though nothing but a few helmet tops could be seen studding the grass in the direction of the enemy, the officers well knew that in the undulations of the ground the whole hostile force might be concealed out of view and cut of fire. And they were right. The Prussian system of infantry tactics is peculiarly adapted to favour the concealment of troops, and the officers are carefully taught to make every use of this advantage. The infantry regiment consists of three battalions, each battalion of four companies and each company of two hundred and fifty men. On parade and in column of route the men of each company are drawn up in three ranks, but in action the third rank is devoted entirely to furnish the skirm

and laid the following information:—"In the month of September last, about 15th or thereabouts, one Samuldas Ragoonathdas, describing himself as a merchant, induced me to mortgage to him thirteen shares of the Colaba Company, Limited, and upon the shares being handed to him, he advanced to me the sum of Rs. 1,500 per share; the value of a share at the time being about Rs. 1,700. I now find that Samuldas Raghoonathdas has disposed of the said shares, and is unable to make over the property to me, and I therefore charge him with criminal breach of trust." The Magistrate granted a summons on the above information.

A MAN CHARGED WITH CUTTING THE NOSE OF HIS WIFE.—Yesterday afternoon, one David Wright, a Eurasian, lately in charge of a medical dispensary at Berar, surrendered himself to Mr. Inspector Goulden, gave up a pen-knife, and voluntarily confessed that he had cut the nose of his wife, Mrs. Ellen Dora Wright, yesterday morning with that knife. The man seems to have suspected the fidelity of his wife for some time past, and committed the act while she was alone in the house. The woman was removed to the European General Hospital, where the nose, which was entirely separated, was stitched up. The prisoner was yesterday placed before Mr. Nana Morojee on a charge of voluntarily causing grievous hurt to his wife, and the Magistrate postponed the case till the recovery of the woman.

MOVEMENTS OF TROOPS.

H. M. INDIAN TROOPSHIP MALABAR leaves on Friday for Suez, and will take the 1st battalion of the 23rd Regiment (Royal Welch Fusiliers) and some invalids and time-expired men. This battalion comprises 18 officers, 6 ladies, 11 children, 447 men, 30 women, and 63 soldiers' children.

The left wing of the 2nd (Queen's) Regiment will arrive from Poona in two detachments, one on Wednesday and the other on Friday, to take the place of the Fusiliers. The 2nd Queen's will remain in Bombay till about the end of March, when they will be relieved by a wing of the 88th regiment (Connaught Rangers) from Nowshera, and will return to Poona.

STEAMER REPORT

GALLE, 4th, 12-15 A.M.—English mail steamer from Suez signalled.

TELEGRAPH LINE REPORTS.

KURRACHEE, 4th, 2-30 P.M.—Cable communication perfect to Fao; Turkish line interrupted beyond Semawah; a Turkish steamer now at Fao will leave this morning, after two days will leave Busreh for Bagdad calling at Kournah; and the Persian line right to Tabreaz. Latest dates from Great Britain via Turkey 24th September, 5 P.M., via Russia 28th September, 5-4 P.M.

WEATHER REPORTS.

CARWAR, 4th, 9-26 A.M.—Weather cloudy, wind light easterly, thermometer 78, barometer 30·07, rainfall 15 cents.

CANNANORE, 4th, 10 A.M.—Weather cloudy, wind moderate, thermometer 79, barometer 30·000, rainfall 75 cents.

VINGORLA, 4th, 10 A.M.—Weather clear, wind south west, thermometer 84, rainfall 32 cents.

INDO-EUROPEAN TELEGRAPH.

THE following dates of private telegrams were received at the Bombay Telegraph Office during the 24 hours ending at 8 o'clock yesterday evening:—

United Kingdom, via Turkey, 24th September.

The time occupied in the transmission of messages to Bombay from 8 P.M. of the 3rd to 8 P.M. of the 4th October is as follows:—

To Bombay	Max.	Min.
From Kurrachee	5 2	0 14
„ Calcutta	5 54	2 22

Communication between Bombay and Kurrachee perfect.

Undelivered messages in the Bombay Signal Office—For Sub-Lt. Bell, ship Euphrates, from Khundwa. For Lt. Owen, 88th Regiment, from London. For Adjutant, 3rd Hussars, from Calcutta. For Nurjee, Jetta, from Alleppy. For Cutta, 1st Madras Native Infantry Company, from Dublin.

WEEKLY STATEMENT OF THE MUNICIPAL REVENUE.

From Monday, 22th September, to Saturday, 2nd October, 1869.

	Rs.	a.	p.
Wheel Tax	3,357	8	0
House Rate	17,293	9	8
Municipal Certificate Tax	5,300	0	0
Police Rate	7,723	13	5
Lighting do.	7,695	13	0
Water do.	10,839	1	2
Halalcore Cess	7,696	10	10
Market Fees	3,096	7	0
Fees through Police Commissioner, including Liquor Licenses, &c.	427	13	4
Miscellaneous Fees	907	10	6
Fines and Penalties	586	8	0
Town Duties	25,538	7	6
Total Rs.	90,613	6	5

W. MAIDMENT,
Controller of Municipal Accounts.

RAINFALL AT MATHARPACCADY (MAZAGON).

		Inches	Cents.
Sept. 26th	Sunday	2	12
„ 27th	Monday	1	13
„ 28th	Tuesday	1	91
„ 29th	Wednesday	1	95
„ 30th	Thursday	0	8
Oct. 1st	Friday	3	33
„ 2nd	Saturday	0	81
	Total...	11	33
	Previously Registered	93	88
	Grand Total...	105	11

SMALL CAUSE COURT.—4TH OCTOBER.

(Before N. SPENCER, Esq.)

CURSETJEE RUTTONJEE COLAH VS. M. B. COHEN.

THE action was brought to recover Rs. 115, being the amount of a promissory note given by defendant to plaintiff on the 14th June 1869.

The defendant having paid the full amount into Court before the hearing of the case, the Judge struck off the cause, directing the plaintiff to receive the money from the Court.

A WARNING.

THE *Madras Athenæum* of September 28, under the heading, "Extraordinary Case of Cholera," says—"A third death in the family of Mr. James Short, Messrs. McDowell and Co., namely, that of his wife, within a week, has given every one who had heard of it, a shock which is seldom felt, and has compelled all to yield their sincere sympathy for the survivors, Mr. Short himself and his motherless children. His house stands isolated in its interior desolation, the scourge not having entered any of the neighbouring houses."—But the *Madras Times* of the following day puts a different aspect on the case, and the facts deserve the attention of all house-keepers:—"That too great vigilance and care cannot be exercised in the superintendence of cook-rooms in India has just been most painfully proved in Madras. Within the last week a European lady and two very fine children have been suddenly removed by death, and notwithstanding there was no cholera prevailing in the neighbourhood, the symptoms from which they suffered led to the conclusion that they were the victims of cholera. We now learn, however, on the best authority, that their sickness was caused after partaking of milk that had been boiled in a metallic vessel, which does not appear to have been scoured and cleaned as such vessels ought regularly to be, and which on subsequent examination was found to contain corrosive sublimate. The melancholy and distressing results must be our apology for mentioning the case, and ought to put heads of families on their guard."

THE DECCAN HORTICULTURAL EXHIBITION.

(*Deccan Herald.*)

THE Deccan Horticultural Exhibition, under the patronage of His Excellency the Governor, came off on the 28th ultimo, at the Bund Gardens, and, considering the time of year and the lateness of the season, was a decided success. The following prizes were awarded to the successful competitors in the department of flowers.

		Rs.
Best collection of various flowering plants	...Bund Garden	.. 25
Best Dahlias	...Mrs. Havelock	... 15
„ Geraniums	...„ Sellon	... 15
„ Caladiums	..Club of Western India (Honorary)	..
Best Chrysanthemum (special)	..Mrs. Thacker (presented to the Fund)	.. 10
Finest Cocoper	...Mrs. Chitty	.. 10
The finest plant in flower	...Club of Western India (Honorary)	...
Ranfuchia in flower	...Mrs. Blunt	... 10
Good Collection of fuenass (special)	...Mrs. P. H Cama	... 10
Best annuals	equal { Mrs. Graham / Mrs. Francis	... 15
2nd best annuals	..Mrs. Havelock	... 10
Finest and best arranged bouquet	...Mrs. Havelock	... 15
2nd Best bouquet	...Mrs. Graham	... 10
3rd „ „	...Bund Garden	... 10
Fan sies (special)	...Mrs. Frames	... 10
2nd Best collection of Flowers	{ Khan Bahadoor / Puddumjee / Pestonjee }	... 10
Finest cut roses	..Mrs. Stewart	... 1

THE BOMBAY LEGISLATIVE COUNCIL.

APPENDED is the list of business which was to be brought forward at a meeting of the Council of the Governor of Bombay for making laws and regulations, to be held at Poona yesterday:—

1.—Bill and Order of the Day:—

Bill No. 4 of 1869.—A bill for the prevention of adulteration of cotton, and the better suppression of frauds in the cotton trade in the presidency of Bombay.—*Third Reading.*

2.—Notices of Motion:—

The Hon'ble Mr. Campbell will move the following amendments in the Cotton Frauds Act Amendment Bill as now printed:—

That the words: "of the district of the growth of such cotton," occurring in section XVII. of the bill as now printed, be omitted, and the words, "by which such cotton is usually sold or shipped, and "is known or recognized in Liverpool," be inserted.

That the words: "There shall be levied upon every bale of cotton exported from any port or place in the presidency of Bombay, to any port or place other than in British India, a fee not exceeding 4 annas," occurring in section XXX. of the bill as now printed, be omitted, and the following words inserted in lieu thereof:—

"There shall be levied upon all cotton entering the city of Bombay, and upon all cotton exported in full-pressed bales from Kurrachee or Carwar, or other subordinate port, to any place beyond the presidency of Bombay, a fee not exceeding one anna per hundred weight."

The Hon'ble Mr. Bellasis will move for leave to bring in a bill to amend the law relating to hereditary officers.

INSOLVENT DEBTORS' COURT.—4TH OCT.

(Before the Hon'ble Mr. Justice GIBBS, Commissioner.)

DISCHARGES GRANTED.

THE following insolvents were unopposed and the Commissioner granted them discharges:—Dewa Keeba potter, liabilities Rs. 3,189; Cowasjee Burjorjee, liquor-seller, Rs. 4,078; Ootumchund Manockchund, broker, liabilities Rs. 4,419; Balakeedass Heerachund, broker, liabilities Rs. 28,445; Tricumdass Purshotumdass, merchant, liabilities Rs. 27,691, and assets bad, Rs. 2,742.

IN RE MUNJEE CURRUMSEY.

THE liabilities in this case are Rs. 14,599 and assets Rs. 10,290 bad. The petitioner was allowed three months further time in order to arrange a compromise.

IN RE W. K. FOGERTY.

IN this case the liabilities had been Rs. 24,916 and the assets Rs. 6,805 good, and Rs. 1,544 bad.

Mr. Farran applied for the application of the 87th section. He produced a certificate from the Official Assignee that all the debts on the schedule had been paid, and moved that the Prothonotary should be directed to enter satisfaction of judgment on the schedule, and that any property remaining in the hands of the Official Assignee should be vested in the insolvent.

The application was granted.

IN RE SYED MEERUM.

IN this case the liabilities were Rs. 57,127 and assets bad Rs. 5,934. The insolvent was a publisher of Persian and Arabian books; and attributed his failure to losses in trade. Concealment of books and property was alleged by opposing creditors, but, after hearing the witnesses, the Commissioner held that the creditors had not proved their case and so granted a discharge.

IN RE NURSOO NURSAPPA.

IN this case the liabilities were Rs. 3,202. Mr. Ferguson appeared for the insolvent, and Mr. Starling opposed on the ground of concealment of ornaments. The insolvent was discharged.

IN RE RAMDASS RUTTONSEY.

THIS insolvent's liabilities amounted to Rs. 12,167 and his assets to Rs. 993. Mr. Ferguson appeared for the petitioner and Mr. Farran for the opposing creditor. The objection was on the ground that insolvent had branch firms in Cutch and that he had not produced the books connected with these. Insolvent admitted he had such books and would produce them of time were granted to fetch them from Cutch. An adjournment for two months was granted.

The other business was unimportant.

CORRESPONDENCE.

AN EXACTING QUERIST.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—I ask your kind favour in giving room to the following few lines in your most precious ipaper, whereby I as well as the whole of the Parsee community shall be highly obliged to you.

(1.) I am anxious to know from the modern well-known and eminent Physicians, Botanists, Chemists, Physiologists, Priests (of Parsee and any other religion whatever) both of England and India, whether the Prophet Zoroaster of the Parsees, was or was not in those ages when he florished, better learned and unsurpassed than all the existing Physicians, Botanists, Chemists, and Physiologists of the present day.

(2.) Prove why he was or was not so.

(3.) If proved that he was an eminent Physician, Botanist, Chemist, and Physiologist, I wanted to know whether he should be regarded as, and called an Anatomist, Surgeon, Pathologist, Toxicologist, Mathematician, Astronomer, &c., or not?

(4.) If proved that he was passed of all the abovementioned qualifications, I should like to know whether he should be regarded as and called a "Natural Philosopher" or not? And if proved that he was a "Natural Philosopher," please also to state, had "Nature" any object or not in blessing and vesting him with such high qualifications.

(5.) And if proved that it was a design of "Nature" please to give cause whether it was on a good principle or not.

(6.) And when proved that he was a Natural Philosopher, were the Doctrines of the Religion that he brought from the hands of the "Almighty God" founded on the principles of Natural Philosophy or not?

(7.) And when it is proved that the "Doctrines of Zoroastrism" are originally founded on the principles of natural philosophy, should it be regarded or not as a religion bearing superiority over all the existing religion of the Globe?

(8.) And when it is proved that "Zoroastrism" is the only superior religion over the globe, is it or not the bounden duty of every man to put faith and believe into it? And as the most eminent philosophers had always entertained that there is but only one true religion existing over the globe, is that entertaining applicable to "Zoroastrism" or not?

(9.) And when this entertaining is applicable to "Zoroastrism" alone, is it proved or not that it is the first, ancient and best of all the religions?

(10.) And when all the aforesaid proofs certify that it is the only true religion over the globe, should every man believe in it or not? If not what are the objections thereof?

A ZOROASTRIAN.

Bombay, October 1869.

A EUROPEAN FEMALE CONVICTED OF A SERIOUS OFFENCE.

THE prisoner, Miss Joyce Brown, a European, was this day (Sept. 28), under section 318 of the Indian Penal Code, put up for trial before Captain T. Weldon, in the Royapettah Police Court, Madras, for secretly disposing of the body of a new-born European male child, on the 6th of this month. The only evidence taken in this case was that of Dr. C. M. Duff. The doctor stated that on the 7th instant he had been called to examine the body of the deceased infant which was lying near a hedge in the compound of Captain Borrodaile's house at Nungumbaukum. The child was full grown. There were no marks of external violence on any part of the child's body. On opening the body and examining the lungs he found them healthy and partially inflated with air, indicating that the child had breathed to some extent, but not to the full inflation of the lungs. It appeared that the infant had gasped two or three times and then must have died. The heart and all the other viscera of the body were perfectly healthy. The appearance of all the other organs were those of a healthy child. The cause of death, as far as Dr. Duff could judge, was perfectly natural. Such deaths constantly take place, especially when no assistance has been rendered. There was nothing indicative that the child had not died naturally. Dr. Duff had seen simiiar cases, where assistance has not been rendered the infant dies. The deceased would not have probably lived more than a minute. The prisoner when examined by Dr. Duff at the Madras Penitentiary, on the 8th idem, acknowledged to him that she had recently given birth to a child. On being asked by the Magistrate what she had to say to the charge preferred against her, replied, "I am guilty, sir." His Worship, in sentencing the prisoner, remarked that it was fortunate for her in this case that there did not appear circumstances which would have made the case more serious. The Court, taking into consideration that the prisoner had been in confinement in the Penitentiary since the 7th of this month, awarded her a punishment of three weeks' simple imprisonment.—*Madras Mail.*

PREMCHUND ROYCHUND'S TWENTY-FIVE LAKH LOAN.

As we have already mentioned the suit at the instance of the Bank of Bombay against the Asiatic Bank for the proportion of the 25 lakh loan was opened in the High Court before Mr. Justice Westropp and Sir Charles Sargent on Thursday last. Messrs. Scoble and Green (instructed by Messrs. Rimington, Hore, and Langley) appeared for the plaintiffs, and the Advocate General and Messrs. Marriott and McCulloch (instructed by Messrs. Manisty and Hurrell) for the defence.

The claim in this suit, as in that against the Oriental Bank, is for Rs. 1,96,620. The plaint and written statement are also substantially the same—the only particular point of difference in this case from that against the Oriental Bank being that the manager of the Asiatic Bank signed the document sent round in May, whereas Mr. Moir did not. That document, it will be recollected, was as follows:—"Premchund Roychund having applied to the Bank of Bombay and the other banks hereunder named for an advance of twenty-five lakhs of rupees, it was agreed at a meeting of the representatives of such banks that the advance should be made, and that the shares of the Bank of Bombay therein should be 10½ lakhs, and that the shares of each of the other banks the amount hereunder set opposite to its name; and it was also agreed that, for the sake of convenience, payment of the whole amount of the advance should be made by the Bank of Bombay, and that the other banks should pay to the Bank of Bombay their shares of the advance when the same should be required. Now, in consideration of the Bank of Bombay making such advance, each of the banks hereunder named undertakes and promises to repay to the Bank of Bombay the amount hereunder set opposite to its name when the same may be demanded, such amount being the shares of such bank in the abovementioned advance to Premchund Roychund. Bombay, May, 1866." In reference to this the written statement says the defendants executed the document "solely upon the understanding and relying on the representations made by the plaintiffs to the defendants that the said terms and conditions upon which and upon which alone, the defendants were prepared to have advanced to the said Premchund Roychund the said sum of Rs. 2,50,000 and to execute the said agreement, had been complied with, whereas the plaintiff wholly failed to carry out the trusts reposed in them by the defendants and had not then nor have since complied with the said conditions; but on the contrary, the plaintiffs in their treatment of the loan of 25 lakhs of rupees and their dealings with Premchund Roychund in connexion therewith acted negligently and improperly and in utter disregard of the arrangement come to between themselves, the defendants, and the said other banks at the said meeting of the 27th of pril 1866 and altogether abandoned the same."

On Thursday the same issues were raised as in the previous suit, and a fifth one was suggested with regard to the effect of the document signed in May.

The Advocate General said that so far as his instructions went the defendants would not be able to show that there was any verbal representation made to Mr. Morrison at the time he signed the document, but that he did sign it on the understanding—a sort of tacit understanding—that what was required to be done in perfecting the securities had already been done. Of course they should contend this agreement did not bear the construction his learned friend put upon it.

Mr. Justice Westropp—You can't say he signed it under a misrepresentation then?

The Advocate General—No.

His Lordship—Then under mistake? I want to know exactly.

The Advocate General—I cannot put it in another form than upon an understanding that everything required had been done.

A fifth issue was then added as to whether the document sent round in May was executed under such circumstances as to render it binding on the defendants; and it was agreed that the notes of evidence taken in the previous suit should be used in this one so far as properly applicable, and subject to the same objections if not withdrawn.

Mr. Scoble remarked that of course that issue would be with the defendants. He apprehended that that would be the only issue which it would be necessary for their Lordships to try, for, if they should decide tha the signing of the agreement by the Asiatic and Hindustan Banks did not alter their position, but left them in precisely the same condition as that of the non-signing banks, then the decision in the case of the non-signing banks would be binding here. The fifth issue could be gone on first, and if it was found for the plaintiffs, there would be no necessity to try the other four issues except as to payment and receipt as to which Mr. Rodgie's evidence would apply. If the fifth issue was found for the defendants the decision of the Court in the Oriental Bank case would apply in this.

After some conversation as to getting the plaintiffs to show what use they intended to make of the document,

Mr. Scoble briefly mentioned the circumstances as handed in the document—the signature of which was admitted.

The Advocate General in opening the case for the defendants referred to the circumstances mostly, as shown in the case against the Oriental Bank and argued that the plaintiffs could not recover from the defendants. There was, he remarked, a peculiarity in the defendants' case in this suit, and it was this, that they got a considerable portion of the money advanced on this loan; on the 28th April they were paid four and a half lakhs, and on the 4th May two lakhs, making altogether six and a half lakhs. Now his learned friend would endeavour to make a good deal out of these facts and one reason why, he (the Advocate General) had wished him to open his case a little more fully was for the purpose of ascertaining the view which his learned friend took of these two transactions. But he was entirely in the dark as to the comments which his learned friend was going to make on these points. The last of these payments to the Asiatic Bank was made on the 4th May; and, as the evidence would show, these sums of four lakhs and two lakhs and a half were not cash taken away by the Asiatic Bank. On that day there was a considerable portion of the money due to the Bank of Bombay, and these two sums were placed in reduction of that amount. So, as far as the morality of the transaction was concerned, it must be observed that the Bank of Bombay thus got the debt due to it by one of the contributory banks reduced to the extent of six and a half lakhs. Thus their Lordships would see that the Bank of Bombay, got as much benefit by the transaction as the Asiatic Bank did. That was a new feature in the case, and thus the Asiatic Bank had passed into its account six and a half lakhs. Even that amount added to the Rs. 5,85,000 paid to the Eastern Financial, and for the hoondies only, came to only Rs. 12,35,000. Mr. Thomson, who would be called, did not agree with Mr. Morrison, for he said each party was to pay his own quota when they were required to do so, and he (the Advocate General) thought their Lordships would find it clearly and satisfactorily shown that Mr. Thomson wrote a confidential letter to his directors in which he specifically stated that the first advance to be made, and which was wanted to meet the pressing wants of Premchund, was to come out of the Bank of Bombay's quota. After arguing that the Bank of Bombay was dealing with its own money, and the money of others, and that the conclusion which the Court would arrive at was that these advances came out of the Bank of Bombay's own money, and that it was paid at the plaintiffs' own risk, the learned gentleman referred to the fifth issue. As to whether this document was binding upon the defendants, there was only this fact, that the document was brought round to Mr. Morrison a fortnight after the meeting. The defendants were under considerable obligations to the plaintiffs at the time, and Mr. Morrison raised no question and signed the paper. But he (the Advocate General) thought that that fact would not much alter the case. The position of the case was this, that the Bank of Bombay were the defendants' agents, and charged with the very important duty of protecting the Asiatic Bank and the other banks from loss on the loan; and being so charged, the defendants and the other parties were justified in assuming that everything requisite and proper to be done by the Bank of Bombay as the agents for the other banks had been done, and that therefore there was no necessity for the other parties making enquiries. It was the duty of the Bank of Bombay as the agents, to have reported to the defendants and the other banks as the principals, how matters stood. The facts showed that, although there was some care exhibited by Mr. Robertson in doling out this money at first, yet that afterwards he doled it out right and left. Nothing was said by Mr. Robertson of what he was doing, and the defendants were perfectly justified in supposing that matters were all correct, and that no gross negligence had taken place, and that the signing of this document was merely meant to fix him with the amount of his contribution. He did not know that Mr. Robertson had paid away the money recklessly, and until he knew to the contrary, Mr. Morrison was justified in assuming that Mr. Robertson was doing his duty properly. Mr. Morrison thought everything was going on in order, and all he had in his mind was that there had been an advance to the Asiatic Band of six lakhs without proper security for the same being given. In that respect he knew more than the agent of the Oriental Bank did. There would be no evidence offered on the fifth issue in the way of rebuttal, but notwithstanding that, he (the Advocate General) would not be able to use the document. The plaintiffs had put in this paper purporting to be the agreement, and said that the defendants could not go behind it. His learned friend had forgotten the fiduciary position in which the Bank of Bombay stood in relation to the defendants; for he (Mr. Scoble) had treated the money as an advance from the Asiatic Bank on certain vague terms, which were subsequently reduced into writing. But that was not at all the aspect which the document bore, it was only an incident in the case, and so far might be used to assist the Court with regard to the view which Mr. Morrison might have taken with reference to his being called on to advance the money. In conclusion, the learned counsel submitted that this was an imperfect agreement which could not be gone on; all the banks whose representatives were present at the meeting were to sign but did not; there was no proof as to the drawing up of the paper, and it did not contain forth the terms of the agreement and could not bind the defendants.

The *de hâne case* examination of Mr. Anthony Morrison was then read; and on Friday morning,

Mr. Anthony Morrison was called for the defendants and examined by Mr. Marriott. He had been the agent of the Asiatic Bank in Bombay in 1866, and deposed that before he signed the paper presented to him on the 15th August by Mr. Fraser for signature he had heard that Mr. Crawford, the auctioneer, or some one else, had valued the jewels deposited by Premchund with the Bank of Bombay, and found them very deficient. Witness could hardly say whether he would have refused to sign the agreement had he known that the securities which were to be deposited had not been given in to a sufficient amount. The question did not arise when the paper was sent in to be signed. Had heard that the Bank of Bombay had not got jewels of the value stipulated but thought the Bank of Bombay did not believe valuation. At that time the Asiatic Bank kept a banking account with the Bank of Bombay. On the evening of the 14th May, the account closed with a debit against the Asiatic Bank Corporation of Rs. 6,14,875-8-7, and on the evening of the 15th May, the same account closed with a debit balance against the Asiatic Bank of Rs. 12,83,593-10. Thought that the balance must have been drawn out of the Bank of Bombay during the 15th May.

Cross-examined by Mr. Scoble—On the 28th April Premchund gave the Asiatic Bank a cheque on the Bank of Bombay for Rs. 4,50,000. Witness's impression now was that the money came through Messrs. Ritchie, Steuart, and Co. There was another cheque for two lakhs given by Premchund in favour of the Asiatic Bank on the 4th May. The Asiatic Bank had the benefit of those two cheques. On the morning of the 27th April, before this transaction commenced there were Rs. 57,000 to the credit of the Asiatic Bank, in the Bank of Bombay. At the close of business, on the 27th April, the Asiatic Bank had at the Bank of Bombay Rs. 5,74,341-3-7. At the close of business on the 28th, the Asiatic Bank had to its credit the sum of Rs. 2,51,029-14-7. The account continued to the credit of the Asiatic Bank until from the 28th April to the 17th May, when it was overdrawn.

Mr. Justice Westropp asked what the learned counsel proposed to show by this examination.

Mr. Scoble replied that on the previous day, his learned friend, the Advocate General, had made a point of this subject—that the Asiatic Bank was in such a dependent position on the Bank of Bombay that Mr. Morrison was bound to do what the Bank of Bombay required him to do. There seemed to be some dim foreshadowing of a case of to be made out for the defence.

Witness further deposed—At the time the Asiatic Bank was indebted to the Bank of Bombay, and it would have been out of the ordinary course of business, to draw out cash to such a large amount as that. The cheques were payable to bearer. If the defendants had presented the cheques to the Bank of Bombay the Bank of Bombay would have been bound to pay them.

By the Court—Witness did not think he should have felt justified in passing the cheques paid to the Asiatic Bank by Premchund to a third party, on this occasion circumstanced as the bank then was with regard to the Bank of Bombay but if he had done so the Bank of Bombay must have paid them.

Mr. Alexander Thomson's evidence, taken on commission, was then read by consent.

Mr. McCulloch asked witness whether the document expressed the terms of the agreement entered into by the bank managers and the directors of the Bank of Bombay at the meeting of the 27th April?

Mr. Scoble objected to the question on the ground that parole evidence could not be now gone into to vary the terms of the agreement.

The objection was overruled and,

Witness, in reply to Mr. McCulloch, said this document did not correctly express the terms of the agreement made between the Bank of Bombay and the bank managers at the meeting of the 27th April. The paper was taken to the Bank of Hindustan by Mr. Fraser. At that time witness was in the habit of seeing Mr. Robertson daily, and he told witness that he (Mr. Robertson) was pressing Premchund to complete the amount of his securities. Witness certainly did not gather from Mr. Robertson that he was afraid of being unable to get them. Witness had no positive information as to the valuation, but he thought Mr. Robertson told him some one had looked at the jewels, and had placed a less value on them than Premchund had put on them. Did not think Mr. Robertson told him whether he concurred in the valuation.

By Sir Charles Sargent—At that time did not know what amount had been advanced. Mr. Robertson did not tell him that any large amount had been paid. Witness was not aware at the time that the greater part of the 25 lakhs had been advanced, but knew that a very considerable sum must have been advanced.

Cross-examined by Mr. Scoble—Knew that hoondies of Premchund's had fallen due in Bombay, and presumed that they had been paid out of the advance; knew also that four and a half lakhs had been paid to the Asiatic Bank. Did not know there had been a second payment of two lakhs to the same bank. Was aware that Rs. 1,50,000 had been paid to the Bank of Hindustan out of the advance.

The Advocate General said he would ask the Court to put this question to the witness—whether after the 15th May 1866 the Bank of Hindustan did not advance money to Premchund upon security—in order to show that Mr. Robertson could have got more security, if he had tried from Premchund Roychund.

Witness in reply to the Court said his bank and others made a loan to Premchund and got security for it after the 15th May 1866. He thought the advance was one lakh. The security was land and shares; that was subsequent to his signing this agreement.

The evidence of Mr. Critchett (formerly in the service of the Bank of Bombay) taken on commission, was then read, and that closed the case.

Mr. Scoble then replied on the case. In reference to the fifth issue he referred to the circumstances under which the document was signed. Mr. Morrison said that some one brought him the paper and that he (Mr. Morrison) signed it after reading it over. Mr. Morrison was thus fully possessed of the contents of the document and had his attention called to the circumstance which it was intended to recall to his mind but signed it without asking a question. If ever there were circumstances under which a document ought to be held binding upon the party executing it, he submitted that this was one of those cases. It commenced with a recital of what had taken place at the meeting of the 27th April 1866, and then it stated the terms of the agreement come to. What were the circumstances under which a solemn document of this kind executed without duress or fraud of any kind, was sought to be set aside? Because three years afterwards one of the parties set up the statement that the valuation of the jewels—part of the security—was a condition precedent to the advance; and the learned Advocate General seeking to avoid the legal obligation of the defendants upon equitable grounds, said that, although the defendants had received 6½ lakhs out of the 25 lakhs advanced by the plaintiffs upon the faith of the agreement entered into between the Bank of Bombay and the defendants, this Court, as a court of equity, would relieve the Asiatic Bank from its obligation! The learned Advocate General had forgotten what their Lordships would not forget, namely—"that those who seek equity must do equity." If the Advocate General had come forward with a cheque for 6½ lakhs for the Bank of Bombay, he might have prayed for equity; but no, the defendants were content to have shared in the spoil, and yet came here and asked for equity—to be relieved from the obligation. He (Mr. Scoble) had never heard such an appeal before, and he apprehended that their Lordships had not. The plaintiffs were seeking law, and he apprehended that upon the question of law, they were entitled, beyond a doubt, to succeed upon this document. The learned Advocate General only pretended to avoid the claim by setting up an equitable defence. In effect what the Asiatic Bank said was this: "We admit we had 6½ lakhs from the Bank of Bombay, and that we are liable to pay back 2½ lakhs upon our legal obligation, but we seek to avoid that by setting up the equitable consideration, that the valuation of the jewels was a condition precedent to the loan being carried out." If this suit was to be tried as a case of law the whole of the evidence which related to the transaction of the 27th April must be set aside so far as concerned this document. All the Court could look at, except upon equitable grounds, was this document; it had no right to look at extrinsic evidence for the agreement could neither be varied nor contracted by such evidence. Both Mr. Morrison and Mr. Thomson read and signed the document, and the defendant had no right to go behind it. True, only part of the contracting parties had signed the contract, but they bound themselves by it. There could be no doubt that *each* of the banks undertook to be responsible; there was nothing about each party, upon condition that the others signed, doing such and such a thing.

Mr. Justice Westropp remarked that the bank had only advanced a small portion of the 25 lakhs under the agreement.

Mr. Scoble replied that the agreement did not refer to future advances. It was sufficient to show that in pursuance of the document, the bank made this advance. In law the document was binding on the defendants who could not get out of their liability; and if their Lordships considered the conduct of the defendants was such as to deserve equity in relieving them from liability the plaintiffs were still entitled to recover. At law the plaintiffs were simply required to advance the 25 lakhs and on proving that, were entitled to recover on this document.

Mr. Justice Westropp remarked that he did not think it could be considered an advance of 25 lakhs to Premchund when the Bank of Bombay devoted Rs. 3,20,000 and Rs. 11,000 to the reduction of a former debt due by him to themselves.

Mr. Scoble said the Rs. 3,20,000 was applied to the payment of current hoondies of Premchund's. The Bank of Bombay wrote off no part of its account with him against this advance. It did not take advantage of the loan to reduce its balance.

Mr. Justice Westropp said his suspicion was that the note was sent round to the Asiatic Bank first because it was known it would be signed there.

Mr. Scoble submitted that His Lordship had no right to entertain that suspicion. Mr. Fraser took the note to the Asiatic Bank first because it was the bank nearest at hand. If their Lordships were to have Mr. Morrison's individual opinion, Mr. Morrison would tell them he thought the Asiatic Bank was bound under the agreement to pay the money. In conclusion the learned counsel urged that in law and in equity the defendants were precluded from denying their liability.

Mr. Justice Westropp remarked that the plaintiffs in their favour the fact that the defendants had got six lakhs of the money.

It was intimated that the Court would give judgment in this case, and in the suit against the Oriental Bank, as soon after the vacation as possible.

FORT POLICE COURT.—4TH OCTOBER.

(Before NANA MOROJEE, Esq.)

BROACHING CARGO.—Thomas Brookes and two other seamen, of the ship Burlington, were charged with embezzling a portion of cargo belonging to the ship, and were sentenced to rigorous imprisonment for two months each.

COLABA OBSERVATORY.

RESULTS OF METEOROLOGICAL OBSERVATIONS made at the Government Observatory, Colaba, Latitude—18° 53′ 39″ N., long. 4h. 51m. 16s. E. Height of Barometer above the Sea=37 feet.

Mean daily values derived from 24 hourly observations on October 2.

Barometer, corrected to 32 deg. Fah	·778	inches
Temperature of the Air	78·3	,,
Wet Bulb Thermometer	75·7	,,
Dew Point	73·5	,,
Relative Humidity of Air	90	,,
Extent of cloudy sky (the whole sky cloaded=8)	7·8	,,
Maximum temperature of air (read at 9-30 A.M.) on following days	81·3	,,
Minimum do. do.	76·3	,,
Gen. Direction of Wind W, WNW, NW.		
Movement in 24 hours	214	miles.
Rain Gauge 4 feet above the ground	0·83	inches
Fall of Rain during the Week	0·83	,,
Registered between 1st January and 27th Sep.	81·85	,,
Total Fall of Rain between 1st Jan. and 3rd Oct.	91·09	,,

ANNUAL REPORT OF THE BOMBAY CHAMBER OF COMMERCE.

[PRESENTED AT THE ANNUAL GENERAL MEETING YESTERDAY.]

YOUR committee have now to report to the chamber on the leading topics which have engaged their attention during their term of office before resigning their trust to their successors to be appointed at the present meeting.

ALLOWANCE ON MILDEWED GOODS.

When your committee came into office the subject of the difficulties to which importers of grey piece goods are subjected under the present system of dealing with cases of mildew was engaging the consideration of the chamber. At the last annual meeting a special committee was appointed to confer with the committee of management, with a view to adopt some course that might obviate to a great extent the grievance so generally complained of by importers in their transactions with the dealers. After repeated consultations, the joint committee submitted to the members of the chamber a common form of contract, which was sanctioned at a special general meeting held on the 18th November last, with a recommendation "that in all cases of dispute referring to mildew, members should agree to regulate and settle the same in accordance with the terms therein set forth." It was also resolved, in reference to certain recommendations of the committee of the chamber in 1862, that the conditions of the trade having so altered since then those recommendations are now no longer applicable, that a continued adherence to them must be productive of hardship and injustice, and that the existence of mildew should not under these circumstances constitute a ground of rejection. The resolutions passed at the meeting, together with the form of contract, will be found in the appendices to this report.

HIGH RATES OF PREMIUM FOR FIRE INSURANCE.

This subject was considered by your committee early in the present year, and a circular letter, with a statement of facts demonstrating the injustice of the very exorbitant rates of premium charged for fire insurance in Bombay, was addressed to all the insurance companies in England having agencies here, requesting an early consideration of the subject, with a view to the reduction of rates and a reclassification of risks.

Your committee regret to inform the members of the chamber that their letter has as yet had no very useful result. What may be taken as the answer of the insurance companies, is the following resolution agreed to at a meeting of the various offices, and communicated to your committee by the agents in Bombay of the Sun Fire Office:—"That the late fire at Messrs. Grant's shop having shown that there are serious defects in the arrangements connected with the water supply, the offices must defer, until these are removed, consideration of any furthur proposal to reduce rates in Bombay." Such a resolution is of course no answer to the arguments set forth in the statement of your committee for a reduction of rates. Why Calcutta without a water supply (which Bombay has), and with houses and buildings not superior to those in the Fort of Bombay, should be charged only 4 annas per cent. on private dwelling houses, and 8 annas per cent. on shops and warehouses (no hazardous goods or trades), while Bombay is charged 6 annas and 18 annas respectively, is not attempted to be explained;—nor is there any attempt made to deal with the other facts stated in the chamber's letter—to the effect, that in 22 years' time (from 1847 to the beginning of 1869) only eight fires of any importance have occurred within the limits of the Fort, including both the *Native* and *European* parts; that the whole amount paid for losses in that time was Rs. 1,52,780; that on a moderate calculation much below the truth, there had been paid in 20 years for premiums Rs. 15,23,740, giving a percentage of losses on premiums of only 10·05 per cent.; while the experience of companies elsewhere showed a percentage of losses to premiums exceeding 60 per cent., and that Bombay rates are from 2½ to 5 times higher than the English rates.

In considering what further action should be taken in this matter, members of the chamber and others interested may find that the true remedy will be to take the insurance risks themselves by the formation of a society based on the principle of mutual protection.

WORKING OF THE COTTON FRAUDS ACT.

Since the

not selected from the men for guard), officers' servants charge of the reading room, *cum multis aliis*; but the men selected for these appointments are of good character as soldiers, and every man at his duty knows that he can obtain one in time if he be only steady, whereas employment in the workshop would not depend on character so much as previous education to a trade.

These are some of the difficulties in the way of workshops flourishing with the army at home. As to gardens, the same remarks would not apply. But where, in the neighbourhood of our barracks, could ground be appropriated for this purpose? But surely the large amount of money paid monthly as barrack damages might be paid to the men themselves? Whitewashing, repairing barrack furniture, mending window glass and sashes, could all be done, and well done, by the troops, without interfering with the regular appearance of the men on parade, or with their other duties. We would be glad to see more permission given to captains of companies in these matters. Every company has its own haircutter; why not its own glazier and carpenter? There is no source of more general grievance than "barrack damages." Ask any man when he signs his monthly account. He grins and bears the charge for barrack damages not because he agrees in the fairness of the impost, but because it is a standing item to which he has made no objection since he was a recruit, although, till the end of the chapter, he has a feeling that it must be a good thing to be a barrack-sergeant or barrack-master. We venture to recommend that damages should be repaired as far as possible, by each company. Each man would then know that the amount paid by him and his comrades had been *bonâ fide* received by the workman repairing the damage without the intervention of a middle man.

MILITARY EDUCATION COMMISSION.

(*Army and Navy Gazette*, Sept. 11.)

During the last session a Royal Commission, of which the outside world has taken but little notice, has been hard at work, and has brought a large portion of its inquiries to a termination in a shorter time than could have been deemed possible a few years ago. We have all been so anxious about the Irish Church Bill, or the Alabama difficulty, or the New Bankruptcy Bill, or the hundred and one measures of importance that have been debated in Parliament, that few deemed the Military Education Commission a matter on which to waste much thought. Great credit is due to Lord Dufferin, Lord Northbrook, and the other members of the commission for the manner in which they have executed the task set before them. The first report of the commission, on which the able secretary, Captain Hozier, is now at work, will be published when it has been submitted to the Queen and has passed through the hands of the Secretary of State for War. Its main features are understood to be suggestions for a thorough remodelling of the Woolwich and Sandhurst Colleges, and a recommendation that all candidates for commissions in the Guards, the Cavalry, and the Line, shall pass through the latter establishment. The expensive and vicious system of a double staff with divided responsibility, is to be abolished at both academies. The Staff College at Sandhurst is to have a more practical form of educational training, and all the junior officers of the army are to go through a course of professional instruction and examination before they are deemed eligible for promotion. So far the first report of the commission was in point of fact decided; and all military men who take a pride in the profession of arms will cordially approve its recommendation. Of course there remains much behind, and until this time next year we shall probably not have the second portion of the report. But the commissioners are evidently alive to the two opposite dangers, upon one of which military education is always likely to be wrecked. If the training of officers who have to command troops in the field is made too theoretical, the result will be to put the army in the hands of men who are mere bookworms. On the other hand, if military training supersedes altogether educational knowledge, the officers turned out by such a system run the danger of being what the French call too *troupier*. The happy medium between the two extremes has never yet been attained in the English service; for unfortunately, the voice of those who know nothing at all of the matter has been listened to, and rules and regulations have been altered and changed, more with a view of suiting the public opinion of the moment, than as a means of effecting any real permanent good in the service. Let us hope that the commission, which has now got through the first part of its labours, will, whatever else it may do, establish a system of military education upon a permanent basis, and that, at any rate for a few years, military men may know what is to be expected from them during their professional career.

The subject of military education naturally leads us to consider the question of the Staff Corps, or, rather, of such officers as have passed the Staff College and taken what may be termed the highest degrees in military knowledge. In England, as we all know, the theory of employing officers on the staff is to allow a certain number from each corps to be educated at the Staff College, to give such as pass the ordeal of that establishment situations on the staff, and, after a few years, to let them return to regimental duty until an opportunity occurs of employing them again. In France, on the contrary, the Staff Corps is formed of a permanent body of officers, like the Engineers or the Artillery. They cannot go to regimental duty, nor can any staff appointment be given to an officer who does not belong to their corps—always excepting one orderly officer, which each general commanding a division may select from any regiment, and the various semi-civil situations, as magistrates for the Arab tribes in Algeria. All the permanent staff appointments of the army, from *aide-de-camp* to *chief d'etat major*, are filled up from the Staff Corps, and from that only. In England there are many military men, and not a few outside writers on military matters, who strongly advocate the adoption of the French staff system in our army, and think that the duties would be very much better carried out if our staff officers were, as with our neighbours, formed in one permanent corps, and that from it alone the staff of the army should be drawn. No doubt such a system would have its advantages. To leave a regiment, whether at home or abroad, and enter upon a term of very hard work to qualify himself for the staff, requires not a little energy and self-denial on the part of any officer. The study he goes through, and the work he has to undergo at the Staff College, are both the very last things which a young man would do unless he hoped for a real reward. The reward of staff life is real, but it is not permanent, or seldom so. The English staff-officer is neither one thing or another. He belongs to a regiment and yet is not with it, although, if it is ordered to certain stations, or if it takes the field, he must throw up his staff appointment and join it. In a word, our staff officers have to serve two masters, and often find out the impossibility of doing so with satisfaction to either one or the other. But every medal has its reverse. On the other hand, it is argued that staff employment ought not to be permanent; for as every officer who can qualify himself for the Staff College may take his turn of staff employment, so each one, no matter how many there are, ought to have a chance of the good things that are to be had in the service. Another argument in favour of the English system is, that it provides a higher standard of education for the officers destined to command regiments. When English staff officers return to their corps, it is very evident that they must spread, as it were, through the regimental officers greater and higher professional knowledge than if they had never attained Staff College honours nor subsequent employment on the staff. These, then, are the two systems of staff employment, and the theories upon which they are founded. And it is a curious fact that whereas in England so many are anxious to have a permanent Staff Corps established, many military writers in France advocate its abolition, and the adoption of a system very much like that in England, by which regimental officers can, after having properly qualified themselves, be employed on the staff, and then return to their regiments. Which of the two schemes the Commissioners on Military Education will adopt remains to be seen; but, once they make their choice, let us hope that it will be permanent and not liable to be again changed.

Contempt of Court.—While Thad. Stevens was a young lawyer, he once had a case before a bad-tempered Judge of an obscure Pennsylvania Court Under what he considered a very erroneous ruling, it was decided against him; whereupon he threw down his books and picked up his hat in a high state of indignation, and was about to leave the Court-room, scattering imprecations all around him. The Judge straightened himself to his full height, assumed an air of offended majesty, and asked Thad. if he meant to "express his contempt for this Court." Thad. turned to him very deferentially, made a respectful bow, and replied, in feigned amazement, "Express my contempt for this Court, No, sir! I am trying to conceal it, your honour;" adding, as he turned to leave, "but I find it —— hard to do it."—*New York Tribune.*

A Victim of the Albert Life Assurance Company.—Yesterday at the ordinary weekly meeting of the board of Guardians for the West Ham Union, Mr. John Meeson, the vice-chairman, drew attention to a case which had come before one of their relief committee that morning. It was that of a poor widow who had a short time since sunk her little all in the purchase of an annuity in the Albert Life Assurance Company which would yield her a sum of 9s. 6d. per week, imagining that she had thus secured a little provision for herself during the remainder of her life. As it was, in consequence of the failure of the company, she was left at sixty-seven years of age quite penniless, and had been compelled to apply for parish relief that day. The chairman observed that this was a very distressing case, and worthy the board's kindly consideration. Mr. Meeson said that he had written to the committee which he believed was sitting in connection with winding up the affairs of the company to see if anything could be done for the poor creature. —*London Paper*, Sept. 10.

In America, our language sounds strange in our ears: it is, we should say, spoken very badly, in a monotonous, whining, drawl, most unmusical, and most offensive to cultivated ears. In the mouth of a pretty Boston girl, English so marred in the utterance is especially deplorable. An intelligent Bostonite has suggested the importation of a battalion of English governesses, to teach the girls of that city how to talk without drawling or whining. Certainly not a bad notion: though all his countrymen are not of his opinion, for Dean Alford tells us that an American gentleman, having met a company of literary people at his house, remarked after they were gone, that he "noticed they all spoke with a *strong English accent*." Doubtless he preferred his own mode of *pro nunciation*. We are not without our own faults in the matter of grammar though. One mistake—an egregious one—is not uncommon at the Universities, and generally prevalent amongst people who certainly ought to know better. It consists in the use of the word *those* instead of *that* with *kind* and *sort*; thus, "*all those sort of fellows I dislike*;" "*Do you like those kind of men*," are phrases of a kind we hear sad y too often, even in respectable company, and—we ought not.—*Once a Week.*

MR. MAINE'S WORK IN INDIA.

(*Friend of India.*)

India has been fortunate in the English jurists who have been from time to time selected to discharge the delicate duty of legislating for her people. The legislation of the past thirty-five years may be said to have been the work of three lawyers, Macaulay, Sir Barnes Peacock, and Mr. Maine whom the next mail will convey from our shores. They have, indeed, been supplied with the raw material of the Codes by the Indian Law Commission at home, though since that body degenerated into a committee of over-worked English judges and very old Indian civilians it may be doubted if it has been of much use. And being English jurists, ignorant of the languages and the feelings of the people of India, these three legislators have been greatly indebted to the experienced administrators who were their colleagues or advisers. But it is not too much to say that, if each had not been a man of mark alike as a lawyer and a thinker, India would not now be the envy, and in some respects the model, of law reformers in England, nor would it be true that her Codes promise to do for Southern Asia more than those of France are accomplishing in Europe.

When, nearly seven years ago, Mr. Maine took the place so suddenly left vacant by the death of Mr. Ritchie, a distinct period in the work of codification, began by Macaulay, had been brought to a close by Sir Barnes Peacock. The Penal Code and the Criminal and Civil Procedure Codes were law. A great work had been accomplished, the magnitude and difficulty of which only posterity will appreciate. It was necessary that the operation of these Codes should be carefully watched, as they affected the life and customs of a people who were not only under alien rulers, but who shut themselves up within the recesses of a social and religious system unlike anything in the Roman or the Western world. The Codes had also to be adapted to that official machinery which had been created by Regulations of the vaguest legal character, and had in many provinces been directed by still vaguer orders from the Executive. If the work of the early Law Commission of Macaulay and Sir Barnes Peacock was to prove at once a potent and a silent civilising agency, it must be thus adapted and completed by one who, while equally accomplished as a lawyer, had proved himself a master of all juridical systems, especially in their relation to the earlier and lower stages of society. Such an one was the author of *Ancient Law*, the Regius Professor of the Civil Law in Cambridge, and the Reader on Jurisprudence at the Middle Temple. The time of Mr. Maine's arrival in India was the close of a period in its political constitution also. The legislature created by Lord Dalhousie had been abolished, to the regret of all who saw in it a safe and prudent means for teaching the people and residents of India the art of self-government. By the Indian Councils Act, Parliament had given full legal effect to the assumption of the government of India by the Crown in 1858, and had fairly broken with the traditions of the East India Company. All India was brought under the sway of legislation. Non-Regulation Provinces, won by the sword and tamed by the will of individual Englishmen, had been so far developed as to make it advisable to put them under the yoke of law. As on the abolition of the Dalhousie Council, the Act was here also undoubtedly too sweeping, and before Mr. Maine laid down his office he had to press on the Home authorities the necessity of restoring to the Executive the power of legislating for frontier districts by absolute ordinances. Finally, the legal tribunals, through which the East India Company had worked from the days of Warren Hastings and Wellesley to Lord Canning, had just been reorganised and adapted to the new order of things. The Supreme and Sudder Courts were amalgamated at the presidency towns, a High Court was given to the North-Western Provinces, and soon a Chief Court was planted in the heart of the province which boasted that its prosperity was due to a system that kept law at a distance and governed only by men. It was at such a critical time, when the working of the Codes had to be watched, the codification had to be carried on and the recent improvements in English law had to be applied to India; when the Government of India had been placed in a new relation to the Crown and to the various provinces; and when the Courts had received a new organization, that Mr. Maine became law member of Lord Elgin's Council.

He found Sir H. Harington in charge of the legislative department, and was greatly assisted by the technical knowledge and experience of that civilian. The first great duty which devolved upon Mr. Maine was the amendment of the Civil Procedure Code. A long and bitter controversy as to the relation of indigo planters to the peasantry on the estates which they leased, had been terminated by the extinction of a valuable industry in some of the richest districts of Bengal, and by a promise that the Government of India would supply such laws and such courts as would prevent the recurrence of the evil. Mr. Maine had no bias, or if he had it was not in favour of the planter. But as a jurist and a practical lawyer he knew—he had written very forcibly about—the importance of a just law of contract justly administered. All Sir H. Harington's prejudices were against the planter, but he, too, felt that such evils as those which had rent a province would be prevented only by legislation, at once to protect the ignorant in making a contract and to give speedy relief to those who suffered by its fraudulent breach. The fresh English jurist and the old Indian civilian agreed on provisions which would have secured both ends, under which only registered contracts intelligently made and fraudulently broken would be liable to be dealt with by the *civil*, not the criminal, courts as fraudulent debtors are treated, and that at the cost of the employer who sued the contractor. But the old Indians of the Law Commission prevailed with the Secretary of State to forbid the introduction of the Civil Procedure Code, into which the compromise, accepted by all parties in India, was to be introduced, and this reform still remains to be conceded. What Mr. Maine could not do, however, in reforming the law of contract, he attempted to effect by improving the procedure and largely increasing the number of Small Cause Courts. Though thus baffled, but never answered, by the Law Commission, he did his duty in dealing with the chapters of the Code of substantive Civil Law, which they sent out. The Indian Succession Act, which contains the first instalment, owes much to his knowledge of the position of Englishmen in India, to whom it applies the most enlightened provisions of the law of France and that of the United States as to the property of married women, while it sweeps away the unjust feudal distinctions regulating the descent of land and the shares of the children of intestates. Hindus and Buddists are about to receive some of the benefits of this Act. The second chapter, containing the Law of Contract, still halts from Mr. Maine's firmness in refusing to apply to India provisions regarding agricultural contracts retrogressive in their character and needlessly offensive in the "illustrations" attached to them. The third instalment, relating to the Law of Evidence, is still before the Council and will require revision at the hands of Mr. Stephen, Mr. Maine's successor.

It would be difficult to over-estimate the importance to its growing trade and capital of those Acts, by which Mr. Maine has given India the best fruits of recent English legislation on commercial questions. The two Trustee Acts, framed for England by Lord St. Leonards and Lord Justice Turner, the Mercantile Law Amendment Act and the Indian Companies' Act remove the reproach that, in this respect, Indian legislation had lagged far behind the English Parliament. There may be still a difference of opinion as to the Partnership Amendment Act, which goes in advance of England in so far as it protects the commanditarian loans so familiar in France and America, for we are not aware that the Act has in any case been applied. But looking at the whole of Mr. Maine's commercial legislation, which occupied so much of the session of 1866, it has been gratefully accepted by mercantile men, and it did much for public credit and the rights of joint-stock shareholders in the mad days of Bombay insolvency and limited liability companies. We may take along with this class of measures, the Grand Jury, the Divorce and the Vagrancy Acts. The first, though received with disapprobation in Calcutta, as likely to cause the very failure of justice it was intended to prevent, and as interfering with an old privilege and a venerable institution, was approved in Madras and Bombay, and it has worked successfully. Ordinary Juries are now supplied from a more intelligent class. But the real merit of this Act was, that it provided means for the trial of European offenders in other places than the presidency towns, without interfering with that privilege which cannot be taken from European British subjects, until the courts of the interior have been raised to a level with those presided over by trained barrister judges. The Divorce Act has given to Christians in India the same relief which is within their reach in England, while it has done more for morality than the English law by allowing the Judge to hear cases with closed doors. The Vagrancy Act, just passed, has the unanimous approval of all classes, who regret, with its author, that in the present relations of the Indian legislature to Parliament it cannot be made more effective.

Perhaps the greatest merit of Mr. Maine as a legislator, in the eyes of all who value civil liberty and free thought, lies in the measures he has produced, and the constant efforts he has made, to relieve the rigidity given by our legislation to the barbarous usages of the intolerant creeds of India. None has shown more eloquently or clearly than himself, how the reign of law which we have introduced and the Indian Councils Act of Parliament has carried to an extreme, has on the one hand, a tendency to fossilise customs and rights which are intolerable and infamous, while it stimulates progress on the other. So long ago as 1832 the same Governor General who would not allow Hindoos to burn their widows, decreed that a man's religion should not, according to the very essence of Hindooism, be permitted to operate to so as to deprive him of his civil rights. A clearer provision became necessary by 1850, when the *lex loci* Act was passed by Lord Dalhousie's Government, declaring that change of religion should not in any case, "impair or affect any right of inheritance." Mr. Maine might well say of this, that it is "still the charter of religious liberty in India." But the principle laid down in 1832, and repeated more clearly in 1850, remained still inoperative in two very important classes of cases. The Hindoo who changed his religion, was still in the eye of the law bound to the child who had been betrothed to him in infancy, whom he might never have seen and who steadfastly refused to live with him. The civil right of lawful marriage was denied to him, and this Mr. Maine and Sir John Lawrence restored. The act by which this amount of justice was done, when passing through Council elicited from Mr. Maine the very ablest of the many able speeches which he has delivered in India, all of which we hope to see collected in one volume. It has proved most effectual in promoting the union of betrothed persons who were kept apart only by the cruel bigotry of the Hindoo parents. In the second class of cases, enlightened Hindoos who objected to the filthy ceremonies which attend the celebration of betrothals and marriages, sought recognition of the legality of unions attended with less revolting rites, for that legality had been called in question by the Advocate General of Bengal. Mr. Maine introduced a Bill giving to all the same option which Christians only enjoy, of marrying before a civil registrar and afterwards according to such rites as they prefer. We regret that he has not been able to complete the measure of civil and religious liberty which his Acts have given to India by passing this into law. It is left for his successor to do so.

Mr. Maine has been a member of the executive Government along with three Viceroys. It has been said with truth that during Lord Elgin's brief administration Sir Henry Durand and he governed India. As the legal adviser of Sir John Lawrence's Government—for almost every administrative question has a legal aspect—Mr. Maine may sometimes have been too ready to humour, instead of restraining, the prejudices of that distinguished administrator. He certainly saved Oudh from the vague verbiage of Act X. of 1859, the principles of which had caused the province to rebel in 1857. But, if we may judge from the blue books, he might have led Sir John Lawrence along the just and humane path into which public opinion finally drove that Governor General after four years of dangerous discussion, instead of encouraging him in his extreme theories. In the discussions on the Punjab Tenancy Act, Mr. Maine was careful to speak as a mere lawyer defending what he supposed to be prescriptive right, however new, but he lent all the weight of his authority, and incisive speeches, to the party which has caused so humiliating a *fiasco*. He never, however, went the length of such ultra-radical doctrinaires as the author of the Land Improvement Bill for the North-Western Provinces, a measure of which, we believe, he disapproved. Had he possessed a detailed knowledge of the people he would not have abandoned legislation on their dearest rights to any prejudiced colleague, and might have given to India a body of codified revenue law based on principles quite up to the level of those who would reform Ireland, while fair to landlord and tenant alike. Will Mr. Stephen be equal to this task? What Mr. Maine has done, however, he has done well, and no member of Government, except the Governor General, has worked harder or more conscientiously.

Mr. Maine is a scholar, and as such he enjoyed the rare honour of holding the office of Vice-Chancellor of the University of Calcutta for twice the usual time. His annual addresses, especially the first three, will long be remembered, and were deservedly admired even by those who looked on his defence of cramming as an ingenious paradox, and did not sympathise with him in the importance which he attached to physical law. His English style, whether as a writer or a speaker, has always been as perfect as his thought, of which it was the expression, is clear. In him, in all his capacities, a reverence for authority has been happily blended with a continual reference to first principles and a logical deduction from those principles. Even more characteristic of Mr. Maine than his *Ancient Law* is his critique of Mr. Buckle's first Volume in the *Edinburgh Review* of April 1858. While admitting the fearless love of truth which Mr. Buckle's admirers discover in his work on the History of Civilisation, Mr. Maine defends morality and religion against his clumsy assaults, and exposes his hasty generalizations and inaccurate statements with a skill superior to that of all other critics on the work whose productions we have seen. In his executive capacity, for one on whose professional opinion great practical issues depended, Mr. Maine may sometimes have been subtle where plain common sense would have been better, or too much of a lawyer when he was called on to act the statesman, or too pliable in the hands of one who at once was and was not a colleague, like the Governor General. But as a legislator who, to use his own words written long before he expected to hold such a position, "solves old problems under new shapes," there are few that have done so much for Indian progress, none that have done it so well.

INDIAN ITEMS.

A severe earthquake was felt at Rangoon on the 15th instant, about 2 A.M.

A meeting of policy-holders in the Albert has been held at Rangoon, at which it was resolved to communicate with the Calcutta Committee.

Mr. T. Garrett.—The long and zealous services of Mr. Garrett, our late Post Master, have been recognised by the Secretary of State, who has been pleased to concede to him a pension of £400 per annum.—*Madras Times*, Sept. 29.

Throwing Stones.—The subject has been before alluded to by us. The Rev. Dr. Mitchell was thrown from his horse by the animal taking fright at a stone rolling down from a height. We have just heard of another instance, where the result of stone-throwing or rock-loosening has been very serious. An officer, Colonel Bond, R.A., was felled to the ground and had his head cut open by a stone thrown by a thoughtless herdsman at his cattle in the bush. It was a warm evening, last Thursday (the 23rd) when this officer *en route* to join his corps, was ascending on foot the Kussowlie hill, his pony being led behind him—feeling the heat he had taken off his hat, when he was knocked down and covered with blood. He is now in the kind care of Lieutenant and Mrs. Houston, R. A., and is being attended by Dr. Ford. Surely some strict measures should be adopted to punish all such instances of thoughtlessness, whereby the safety of passengers is endangered on our hill roads.—*Indian Volunteer Gazette*, (Simla.)

CALCUTTA HIGH COURT,—Sept. 24.

AN IMPORTANT DECISION.

(Before Mr. Justice W. Markby and Mr. Justice Elphinstone Jackson, Judges.)

Reference to the High Court under Section 22 of Act XXI of 1863 by the Recorder of Moulmein.

Bank of Bengal vs. Currie and Co.

The questions referred were in substance—

1. Whether a defendant can come into Court and confess judgment before summons.

2. A defendant having done so, and a decree having been given to the Bank of Bengal, and another decree against the same defendant in a suit in the regular way after issue of summons by Messrs. Ashburner & Co., to determine the question of priority among the judgment creditors.

The Advocate-General for the Bank of Bengal.

Mr. Justice Markby—In this case, I think the first question put by the learned Recorder ought to be answered in the affirmative.

I think that the defendant having voluntarily appeared in Court, the necessity of serving a summons for appearance was dispensed with, and that the defendant having further admitted the debt, the Court had no other course than at once to give judgment for the plaintiff, provided, of course, that it was satisfied of the identity of the defendant, or that the advocate who appeared for him was really instructed. I agree with the learned Recorder in thinking that no question of fraudulent preference could be gone into.

At the same time I fully concur with the learned Recorder in considering the state of the law most unfortunate, which in the case of an insolvent defendant (the only case in which priority is of importance) permits the selection by him which of his creditors shall be paid in full, or as is generally the case, which shall be paid at all. Indeed, the present procedure is so easily capable of being abused still further and I believe very frequently is so. In many cases the first on the list of attaching creditors is really only a nominal creditor acting on behalf of the defendant. This is the state of the case all over India, and in large commercial communities the evils of such a system are especially apparent.

I may mention, however, that in my opinion on the practice of the Court there are specific rules as to the order in which cases are to be called on. I do not think the Judge is bound to dispose of a case either when the plaint is filed, or at any subsequent time before it is called on in regular course. I do not think the voluntary appearance of the defendant, and his willingness to admit the debt, makeany difference in this respect; and I have found that strict rules, as to the order in which cases both defended and undefended are to be heard, are of some use in peventing the evils to which the Recorder alludes.

I think we should not be justified in answering the other question put by the Recorder, as the parties between whom it will arise are not before us.

[Mr. Justice Jackson's remarks agree with those of Mr. Justice Markby.]

THE COTTON TRADE.

Mr. F. C. Morehead, who has been deputed by the Memphis Chamber of Commerce to lay before the Chambers of Commerce in Lancashire questions affecting the supply of cotton from America, has addressed a long letter to the Manchester Chamber of Commerce. Mr. Morehead believes in the possibility of reviving the trade of Lancashire, and proposes for this purpose either that the surplus machinery of the manufacturing districts should be removed to the Southern States, where there is abundance of cotton to work profitably; or that Lancashire capital should be sent to buy land, import Chinese, and cultivate cotton; or, "better than either," that a company should be organised to import into the Southern States 250,000 Germans and Chinese, who would be equal to the production, within two years, of an additional million of bales in the South for importation to Lancashire. The reason the people of the Southern States do not undertake this work themselves is, he says, that they have not the money for the purpose.

CHARGE OF DRUNKENNESS AGAINST A BOMBAY CAPTAIN.

An inquiry was held on Wednesday, Sept. 8, at the Sailors' Home, Liverpool, by the Local Marine Board regarding a charge of drunkenness preferred against Captain P. F. Peterson, of the British Viceroy, on a voyage from Bombay to Liverpool by his chief officer. Mr. F. R. Shallcross took the chair. There were present besides Messrs. H. T. Ward, N. H. M'Intyre, W. Martin, and H. Forshow, Nautical Assessor. Mr. Parkinson appeared for the defendant.

The Chairman read the charge to Captain Peterson as follows:—On the night of Thursday, the 19th of August, whilst making the land, you came on deck in a gross state of drunkenness, and acted in such an extraordinary manner by giving such orders as tended to jeopardise the safety of the ship and lives of the crew. Upon remonstrating with you, and finding you were armed with a loaded six-barrel revolver, it was deemed imperative for the safety of all to put you in irons, with the full concurrence of the crew, and to give the ship in charge of the chief officer for the voyage to Liverpool.

Alfred John Green, apprentice, was called. He said—In the first watch on 19th August the captain came on deck and gave the vessel's course (E. by N. ½ N.) to the first mate, repeating it several times, and complaining of want of attention to the compass. Witness considered that proper attention was paid in this matter. The captain then went below and returned half-an-hour after, and in spite of the mate's expressed opinion, luffed the vessel to the wind, and brought up to E.S.E., they vessel then lifting and shaking very much. The mate said that he considered his character as a seaman impugned, and called the boatswain and sailmaker for their opinion. One of them decided against the captain's conduct, and the mate then charged the captain with drunkenness, calling the carpenter as a witness. After some expostulation between them, the mate was ordered below, but refused to go, and told the captain that he did not consider him then fit to take charge of the vessel. Being again ordered below, he went down to the main deck and assembled all hands aft, asking their opinion of captain's behaviour, and they all agreed that he was drunk. Shortly afterwards the watch went below, and the mate entreated the captain to go to his room till he was sober, when he (the mate) would relinquish charge of the ship, but the latter refused, and ordered the mate not to meddle in his management of the ship. The captain then squared the yards, and, the mate having noticed the compass, ordered the men to brace them back again, but the captain prevented them doing so. All hands shortly afterwards came aft of their own accord and requested the mate to alter sail, and on his declining without the captain's authority, the latter was applied to, but refused. Upon again requesting the mate to take charge, he asked them if there was a single man among them which considered the captain then competent to command, and received in answer "No" from every one. He then braced the yards in their proper position, and the men, who previously considered the ship to be in great peril, were satisfied. By the aid of witness and the third mate the captain had the vessel luffed up to the wind again, bringing her a little higher than E.S.E. She was then leaking very much; there was a three-knot breeze at the time. Her helm was kept down, and she was soon taken aback; the captain still refusing the entreaties of the mate and crew to go below. The vessel gradually passed off on her course, and again luffed up and was kept there when she went below.

Cross-examined—We were then 154 days from Bombay. The captain had previously been seen under the influence of liquor.

Another apprentice on board, named Myers, swore positively to eight times when the captain had been absolutely drunk. On one night, during a hurricane, on the voyage out, when the vessel was in great danger and had lost several of her sails, he was asleep in his cabin, and did not come on deck until after three or four summonses. Witness and a companion smelt him strongly of spirits on this occasion.

John M'Millen, the carpenter, corroborated the previous evidence, and stated that on the 19th of August the captain threatened to shoot any man who dared to alter the sails or obey the mate, and produced a revolver, threatening to shoot the mate also. The latter subsequently seized him, and with the assistance of the men took the pistol from him and put him in irons.

William Bagot and James Smith, able seamen, and one or two other witnesses, testified to the same effect.

Mr. Marley, the chief officer, was called. He substantiated the evidence given above. The boatswain and the carpenter, whose opinion he asked of the captain's conduct, had been at sea for 50 and 25 years respectively. The captain had "worried" him throughout the voyage with the express intention of inciting him to commit himself by striking him, &c., so as to get a hold over him. When the occurrence in question took place the vessel was in soundings of about seven fathoms, and about 30 miles from the land, which they made at 4 o'clock the next morning. He did not free the captain on the following day because of his determined threat to shoot him, and he kept him in irons until the arrival of the vessel in Liverpool—eight days. He had asked the captain to enter any statement he should make about the disturbance in the official log, but he declined to do so. There had been a previous disagreement with the captain in consequence of his refusing to adhere rigidly to orders that he was not to sit down during his watch, but he had never neglected his duty whilst so disobeying. They called at St. Helena whilst the captain was in charge, and took a quantity of spirits and beer on board, which he kept for his own use. The officers had not been allowed to dine with him during the run home.

Mr. Parkinson said he would call witnesses as to defendant's character, and for this purpose called first Captain Wm. Turcan, superintendent of Messrs. Finlay, Campbell, and Co.'s business. He said that Captain Peterson had been in their employ for nine years, having first entered as second mate. The firm had a very good opinion of him as a seaman, and he himself had never known him to be under the influence of drink. He was, however, of a rather nervous and excitable temper. He left their service in consequence of his ship being condemned.

Captain Wm. Garret stated that Mr. Marley had sailed with him as first mate, and had proved very quarrelsome to both the men and himself. In fact, he was once stabbed by a man who with two others, had openly knocked off against his treatment.—Mr. Marley here asked witness if he had not advised Captain Peterson to have nothing to do with him, because he would tell everything to Mr. Beazley. Witness replied that he had not, but two of the crew of the vessel immediately stated that they heard him say so.

Mr. Beazley, manager of the firm of owners of the the ship, was called, and stated that since Captain Peterson had been engaged for the voyage they had no reason to find fault with him until the present occurrence. They considered him a trustworthy and efficient captain.

Mr. Parkinson now briefly urged the facts of the excitable temper of the captain, the ill nature of the mate and the loose evidence which had been brought against him on that inquiry, and contended that it had arisen from an animus on the part of the chief officer against his captain, in consequence of which he had hastily taken the extraordinary and unprecedented course of putting his superior in irons, and bringing the vessel home himself, upon a mere question of seamanship which he had dared to raise on an urgent occasion at sea.

After some deliberation, the Chairman, addressing Captain Peterson, said that the court had considered the question, and had found them very anxiously and very deliberately, and had arrived at the conclusion that he was drunk on the day in question. His position as captain of a vessel of such value, and to whom was entrusted so many lives, was one of great responsibility, and he ought at all times to be fully alive to his duties, and more especially so when his vessel was in dangerous soundings nearing land. The court would leave out of the question his previous quarrels with the mate; but doing this, and taking into consideration his former good character, their decision was that his certificate should be suspended for three months. It was the shortest possible period allowable, and they hoped it would prove a warning to him and others.

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